

AGENDA
TAVARES CITY COUNCIL

JULY 1, 2015
4:00 P.M.

TAVARES CITY HALL COUNCIL CHAMBERS

(Members of the public wishing to speak on an item that is on the agenda must fill out a Request to Speak form available from the City Clerk or at the Council Meeting prior to the meeting being called to order. In addition, the Mayor will ask for comment under the agenda item titled "Audience to be Heard" for matters not on the Agenda. For further information contact the City Clerk at (352) 742-6209 or nbarnett@tavares.org)

I. INVOCATION & PLEDGE OF ALLEGIANCE

Carlos Colon, Chaplain, Tavares Fire Department

II. CALL TO ORDER

III. APPROVAL OF AGENDA

(The City Council Agenda is subject to change at the time of the Tavares City Council Meeting)

IV. APPROVAL OF MINUTES

Tab 1) Minutes of June 17, 2015

V. PROCLAMATIONS/PRESENTATIONS

VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 2) Assignment of Interlocal Agreement Pertaining to Animal Control Bob Williams
From Lake County to the Lake County Sheriff's Office

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 3) Ordinance #2015-12 – Annexation, Rezoning & Utility Agreement Mike Fitzgerald
For 44 Acres on the South Side of US 441, East of David Walker Road

Tab 4) Ordinance #2015-10 – Amendment to the Comprehensive Plan to Incorporate the Adopted Interlocal Service Boundary Agreement between The City of Tavares and Lake County Mike Fitzgerald

SECOND READING

RESOLUTIONS

X.TRANSMITTAL HEARING

Tab 5) Ordinance #2015-13 – Large Scale Future Land Use Comprensive Plan Amendment – 44 Acres on the South Side of Old US 441 and East of David Walker Drive Mike Fitzgerald

XI. GENERAL GOVERNMENT

Tab 6) Request for Reduction in Impact Fees - Cagan Management Group – Planned Subdivision at Huffstetler and Ann Rou Road Bob Tweedie

Tab 7) Approval of Work Authorization to Develop a Utility Master Plan for 441 Corridor from Dead River Road to Leesburg City Limits Brad Hayes

Tab 8) Interlocal with City of Leesburg to use Fiberoptic to Deliver High Speed Internet to the Tavares Library Lori Houghton

Tab 9) City Administrator Goals FY 2015-2016 John Drury

XII. FISCAL YEAR 2016 BUDGET WORKSHOP

Tab 10) Delivery and Presentation of Proposed Fiscal Year 2016 General Fund Budget John Drury

XIII. OLD BUSINESS

XIV. NEW BUSINESS

XV. AUDIENCE TO BE HEARD

XVI. REPORTS

Tab 11) City Administrator Report John Drury

Tab 12) Council Reports City Councilmembers

F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352) 253-4546.

The Language of Local Government

Definition of Terms

agenda – A list of items to be brought up at a meeting.

annexation – The process by which a municipality, upon meeting certain requirements, expands its incorporated limits.

bid – Formal quotation, based on common specifications, for the provision of goods or services. Opened at public for meeting consideration and award.

budget – A comprehensive financial plan to sustain municipal operations during a given year with related explanation

buffer – A strip of land, vegetation and/or opaque wall that sufficiently minimizes the physical or visual intrusion generated by an existing or future use.

call for the question – Term used to end the discussion and vote on the motion.

capital outlay – Expenditures made to acquire fixed assets or additions to them usually made from the general fund or utility fund where the assets are to be used.

conflict of interest – A term used in connection with a public official's relationship to matters of private interest or personal gain and which prohibits participation in the discussion under decision.

consent agenda – A policy of the governing body to approve, in one motion, routine and/or non-controversial items, which can be determined prior to the meeting

contiguous – Sharing a common boundary.

contingency – An appropriation of funds to handle unexpected events and emergencies which occur during the course of the fiscal year.

density – The number of families, individuals, dwellings units, or housing structures per unit of land.

development – A physical change, exclusive of new construction and substantial improvement, to improved or unimproved real estate, including, but not limited to mining, dredging, filling, grading, paving, excavating or drilling operations.

easement – An interest in land owned by another that entitles its holder to a specific limited use or enjoyment

emergency measure – An ordinance recognized by the legislative body as requiring immediate passage.

ex parte communications – Direct or indirect communication on the substance of a pending matter without the knowledge, presence, or consent of all parties involved in the matter.

general fund – The general operating fund of the municipality used to account for all financial resources except those required to be accounted for in a special fund.

impact fees – Set aside fees collected from developers to pay for infrastructure improvements. Monies used as new development further impacts the municipalities.

infrastructure – The facilities and systems shared or used by all citizens such as transportation, water supply, wastewater and solid waste disposal systems.

intergovernmental agreements – Contract between two or more public agencies for the joint exercise of powers common to the agencies.

intergovernmental revenues – Revenues from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

line item – A specific item or group of similar items defined by detail in a unique account in the financial records. Revenue, expenditure and justifications are reviewed, anticipated and appropriated at this level.

non-conforming – A use which does not comply with present zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

ordinance – An enforceable municipal law, statute or regulation which applies to all citizens within that municipality; penalty provisions may apply.

public hearing – Provides citizens the opportunity to express their position on a specific issue, both pro and con, as mandated by either statute or by order of proper authority after due notice.

quasi-judicial – A governmental body that hears sworn testimony, obtains evidence and provides for cross examination of witnesses, with the decision based solely on the evidence presented.

quorum – The prescribed number of members of any body that must be present to legally transact business.

request for proposals – RFP – Notice and related information from a municipality requesting proposals for professional services.

resolution – A decision, opinion, policy or directive of a municipality expressed in a formally drafted document and voted upon.

right-of-way – Strip of land owned by a government agency over which the public has right of passage such as streets, parkways, medians, side walks, easements and driveways constructed thereon.

Sunshine Law – Legislation providing that all meetings of public bodies shall be open to the public (a/k/a open public meeting law).

vacate – To annul; to set aside; to cancel or rescind.

variance – Modification from the provisions of a zoning ordinance granted by a legislative body upon submission of an application and a hearing.

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JUNE 17, 2015
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

Kirby Smith, Mayor
Lori Pfister, Councilmember
Lisa Johnson, Councilmember

ABSENT

Bob Grenier, Vice Mayor
Robert Speaks, Councilmember

STAFF PRESENT

John Drury, City Administrator
Nancy Barnett, City Clerk
Robert Q. Williams, City Attorney
Chris Thompson, Public Works Director
Tammey Rogers, Community Services Director
Jacques Skutt, Director of Community Development
Stoney Lubins, Police Chief
Richard Keith, Fire Chief
Bob Tweedie, Economic Development Director

I. CALL TO ORDER

Mayor Smith called the meeting to order at 4:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Rick Fountain, Fire Baptist Church of Tavares, gave the invocation and led those present in the Pledge of Allegiance.

Mayor Smith noted the hearing devices available at the entrance table and requested that cell phones be silenced. He asked those who wished to speak to Council to fill out the form provided at the door.

III. APPROVAL OF AGENDA

Mayor Smith asked if there any changes to the agenda.

MOTION

Lori Pfister moved for approval of the agenda, seconded by Lisa Johnson. The motion carried unanimously 3-0.

IV. APPROVAL OF MINUTES

1
2 **Tab 1) Minutes of May 20, 2015 and June 3, 2015 Regular Council Meeting**

3
4 **MOTION**

5
6 **Lori Pfister moved to approve the minutes of May 20 and June 3, 2015 as submitted,**
7 **seconded by Lisa Johnson. The motion carried unanimously 3-0.**

8
9 **V. PROCLAMATIONS/PRESENTATIONS - None**

10
11 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE**
12 **COMMUNICATIONS**

13
14 None.

15
16 **VII. READING OF ALL ORDINANCES/RESOLUTIONS**

17
18 None

19
20 **VIII. CONSENT AGENDA**

21
22 **IX. ORDINANCES/RESOLUTIONS**

23
24 **XI. GENERAL GOVERNMENT**

25
26 **Tab 2) Third Party Interlocal Agreement for the Seaplane Fountain Feature for Deposit with**
27 **Florida Department of Transportation**

28
29 Ms. Houghton stated this is to request authorization for the City Administrator to execute a three
30 party escrow agreement with FDOT. Previously Council approved Resolution 2014-25 which
31 authorized an Aesthetic Feature Agreement with the FDOT for a standalone seaplane marker
32 located at the Chris Daniels Pond at the corner of US 441 and State Road 19. The city received
33 notification today that the permit for the seaplane marker has been approved. As part of the
34 permit package FDOT requires an initial deposit of \$2500 to be held indefinitely for placement of
35 the seaplane feature. The deposit will be held in escrow and this agreement will allow the city to
36 earn interest on the \$2500. Mr. Drury noted the purpose of the deposit is in the event the marker
37 needs to be removed for any reason. This ensures that there will be funds available and this is a
38 requirement of all of the FDOT agreements in their public right of ways.

39
40 **MOTION**

41
42 **Lori Pfister moved to approve the Three Party Escrow Agreement with FDOT and authorize**
43 **the City Administrator to sign and execute the agreement, seconded by Lisa Johnson. The**
44 **motion carried unanimously 3-0.**

45
46 **Tab 3) Request for Reduction in Impact Fees – Cagan Management Group**
47

1 Mr. Tweedie advised this is a request from Jeff Cagan for a reduction in current impact fees for a
2 proposed 516 unit apartment complex to be located at Huffstetler and Ann Rou Road. Mr. Cagan
3 has requested a reduction from the current \$4,406 per unit total impact fee to the fee that was in
4 place at the time they originally went under contract on this property in October of 2013, which
5 was then \$1,468.52 per unit. If approved, the reduction would result an overall revenue collection
6 shortfall of about \$1.5 million to the City. He said while the City supports the project, staff does
7 not support the request because it is not in line with the current impact fee waiver program that
8 has been recently established and approved at the last Council Meeting for seaplane
9 manufacturers. He noted there are representatives from the Cagan Management Group who wish
10 to speak.

11
12 Mayor Smith asked that the persons who wished to speak provide their names and address as
13 follows:

14
15 Ted Wicks, Wicks Engineering Services, 225 W. Main Street, Tavares; Jeffrey Cagan, 16554
16 Cagan Crossings Blvd., Clermont; and Brian Cagan, 16554 Cagan Crossings Blvd., Clermont.

17
18 Mr. Wicks noted that Council had been presented information on this project before during the
19 rezoning request. He said the project came to Council for rezoning of about a 23 acre project
20 from PD to an RMF-3 at 12 units per acre. He said the process began in late 2012 with some staff
21 contact and subsequently in 2013 when the decision was made to develop the property. He said
22 there were some issues encountered that were beyond their control and it was clearly the intent
23 of Cagan to have the project ready to go forward and be able to take advantage of the impact fee
24 waivers that were in place at the time. He said there was an issue of obtaining a marketable title
25 and other matters. He noted some handouts had been provided to Council to show their other
26 developments that have been done in Lake County. He said the request is for consideration to
27 abate some of the impact fees that would take the developer back to the original contract date of
28 2013.

29
30 Mr. Wicks stated that after making the original request to the City, they reviewed their marketing
31 situation, and today would like to reduce the request to just consider the first phase which would
32 only be 240 units. In addition he said they would be willing to pre-pay some of the impact fees
33 which would normally be paid at the time of building plan approval which may not occur until after
34 the first of 2016. He said the City has done some waivers for aircraft manufacturing and
35 businesses that bring jobs to the community. He said this project will provide housing for people
36 that come to the community along with a significant ad valorem tax base.

37
38 Jeffrey Cagan

39
40 Mr. Cagan reiterated that his company has been a long term holder in the area for over 20 years
41 (Bristol Lakes in Mt. Dora at 15 years) and intends to remain so. He discussed a similar project
42 they are doing in Jacksonville. He discussed his request and details of the financial impact.

43
44 Brian Cagan

45
46 Mr. Cagan thanked City Council. He noted in addition to the real estate tax available to the City,
47 they have found that many of the residents working in Tavares are currently looking outside of

1 Tavares for housing. This would be an opportunity to keep the residents in Tavares and retail and
2 commercial developers look for quality housing in the area.

3
4 Councilmember Johnson

5
6 Councilmember Johnson asked why staff was not recommending approval. Mr. Tweedie
7 responded that the current impact fee waiver program that was passed at the last Council
8 Meeting is targeted at seaplane manufacturers for economic development purposes. In order to
9 be consistent with that policy and to collect the necessary revenues needed for the City (debt
10 service on utilities; and fire, police, parks and recreation and library services) the revenue is
11 needed. Mr. Drury added that Council sets policy; staff implements and executes policy. The
12 policy currently is 100% impact fees for everyone unless it is a seaplane manufacturing facility.

13
14 Councilmember Johnson said she thought the impact fees had been waived for the Paradise
15 Café. Mr. Drury said the café was under construction during the time that the impact fee waiver
16 program existed.

17
18 Mr. Jeffrey Cagan said he understood that the period of time for the reduced impact fees has
19 passed. He said his company's reasoning is that they started the project back in May 2013 (per
20 some signed contracts from May of 2013), the impact fees were a third of the current level. He
21 said if the impact fees go up to the current level for the 242 units they are uncertain what they will
22 do. He noted the rents at Bristol Lakes are around \$900 for a two bedroom, two bathroom and
23 these will be a little higher as they will be a newer design and have washer/dryer hookups.
24 However he said they are trying to keep the rent levels at the Tavares market.

25
26 Mayor Smith said it is unfortunate that there have been setbacks. He asked Mr. Skutt about the
27 number of permits being issued. Mr. Skutt said the City is having a good year for single family
28 detached dwellings that are all paying 100% impact fees. Mr. Smith said all his research has
29 been on 516 units and now the request is being changed to 240 units. He asked if Council would
30 agree to allow them to discuss this new request again with staff and for staff to bring back the
31 revised impacts.

32
33 MOTION

34
35 **Lori Pfister moved to not approve Mr. Cagan's request.**

36
37 There was no second to the motion and the motion failed.

38
39 MOTION

40
41 **Lisa Johnson moved for the request to go back to staff and allow Council to see the**
42 **reduced numbers in order for Council to make the best decision for everybody in the City.**

43
44 Mayor Smith said since the Vice Mayor was not present, he had no one to whom to pass the
45 gavel. He asked for comment from the City Attorney. Attorney Williams responded if there is no
46 action today, then it may come back to another agenda. The other solution is that through
47 tradition, when there have only been three councilmembers and no Vice Mayor, the gavel has

1 there and it will also be used for city events. He said grants for Fire Departments are highly
2 competitive. He said this grant is a 75% match from the State of \$26,250.00 with the City
3 providing 25% grant of \$8,750.00 from the Fire Department budget after October 1st in the new
4 fiscal year. He said the proposed budget includes this line item.

5
6 Councilmember Pfister asked for information on the monitor. Chief Keith discussed the features
7 of the machine. Councilmember Pfister said an option would be to purchase the machine now as
8 it could save a life between now and October.

9
10 Mr. Drury noted the amount is not available in the current budget and it would have to come out
11 of reserves. He said it is a viable option however and the match could be taken out of reserves to
12 be purchased now. Mayor Smith asked Chief Keith if he could fund the match in his current
13 budget. Chief Keith said he does not have it in the budget but it could be repaid out of the next
14 year's budget.

15
16 Mr. Drury said the department will have an \$8750 deficit in their budget that could be replenished
17 in the following fiscal year through a negative carry forward.

18
19 **MOTION**

20
21 **Lori Pfister moved to take the money out of reserves as a loan to the department so the**
22 **equipment can be purchased immediately, seconded by Lisa Johnson. The motion carried**
23 **unanimously 3-0.**

24
25 **XI. FISCAL YEAR 2016 BUDGET WORKSHOP**

26
27 **Agenda Tab 6) Budget Workshop – General Fund Presentation**

28
29 Mayor Smith stated that in the past years, there has always been a full board when the budget
30 has been presented. He asked Attorney Williams if there was anything legally binding the City to
31 have the proposed presentation at this meeting. He asked Mr. Drury if this could be tabled to the
32 next meeting. Mr. Drury confirmed.

33
34 Mayor Smith said he would like for Council to consider tabling the proposed budget delivery until
35 there is a full Council. He noted Council has received the budget and he can hold his questions
36 for two weeks. Councilmember Pfister agreed.

37
38 **MOTION**

39
40 **Lori Pfister moved to table the budget presentation until the next Council meeting when**
41 **there is a full Council, seconded by Lisa Johnson. The motion carried unanimously 3-0.**

42
43 **XII. OLD BUSINESS**

44
45 **XIII. NEW BUSINESS**

46
47 Councilmember Johnson stated she had some new business as follows:
48

- 1 • Asked if there could be signs put in the parking garage for golf carts – Mr. Drury noted the
2 garage is owned and operated by the County and he could make a request to the County
3 Manager to ask if the Board of County Commission would consider designating golf cart
4 parking spots in the garage (Ms. Johnson added that was the request made to her
5 especially at the lower levels.) Mr. Drury said the requestor should probably ask the
6 County Commission directly however if two or more Councilmembers wish him to send a
7 letter he could do that as well. Ms. Johnson said she would give this information back to
8 the resident who contacted her.
- 9 • She said a letter was received about golf carts being driven on the sidewalks in Wooton
10 Park. Mr. Drury said golf carts are not allowed to be on sidewalks so a notice was sent to
11 the Police Department. Chief Lubins said the golf cart complaint was sent in by a county
12 employee who frequents the park during lunch and the incident in question was a golf cart
13 that was a rental. He said they had spoken to the business that rents the carts and asked
14 them to let future renters know the city codes. In addition the officers will step up patrol for
15 golf carts that are using the sidewalks and the Wooton Park staff will also address this
16 with the public.
- 17 • Asked that when the Splash Park has to close because of weather or other issues, that a
18 notice be put on the web site so that people are given a forewarning before visiting the
19 park.

20
21 **Mayor Smith**

22
23 Mayor Smith discussed the problem of the riding of bicycles in front of the Courthouse and in front
24 of Raymond James, Belton Bail Bonds, etc. He asked that a sign be put up. Mr. Drury said he
25 thought that had been taken care of and it would be done.

26
27 **City Administrator**

28
29 Mr. Drury noted that he should have announced at the beginning of the meeting, that the two
30 councilmembers who are not present (Bob Grenier and Robert Speaks) had pre-arranged family
31 gatherings out of state or they would have been in attendance.

32
33 **XIV. AUDIENCE TO BE HEARD**

34
35 **Historical Report:**

36
37 **Betty Burleigh – 214 N. New Hampshire**

38
39 Ms. Burleigh reported that in 1990 Lt. Chip Davis was honored by the Lake County Committee of
40 100 who presented him with Compassion in the Line of Duty Award. He was selected for the
41 award after he talked a Viet Nam veteran suffering flashbacks into surrendering to deputies after
42 speaking with him for 3 ½ hours.

43
44 **Denise Laratta, Royal Harbor**

45
46 Ms. Laratta stated that in relation to a previous agenda item, that a math figure quoted earlier
47 needed to be corrected. She also said that when there is a policy in place that Council should not

1 consider asking people to do more work around it, that would set a precedent and be a problem
2 for Council in the future.

3
4 **XV. REPORTS**

5
6 **Tab 14) City Administrator**

7
8 **City Clerk**

9
10 **Fire Chief**

11
12 Chief Keith thanked Council for their support.

13
14 **Finance Director**

15
16 Ms. Houghton said that in advance of tonight's presentation the electronic copy of the budget has
17 been posted to the City website.

18
19 **Economic Development**

20
21 **Human Resources Director**

22
23 **Public Works Director**

24
25 **Finance Director**

26
27 **Community Services Director**

28
29 Ms. Rogers reminded everyone of the upcoming July 4th event.

30
31 **Tab 15) City Council**

32
33 **Councilmember Pfister**

34
35 Councilmember Pfister said in 1955 on this date, Disneyland in California opened and it was built
36 on 160 acres for \$17 million.

37
38 **Vice Mayor Grenier**

39
40 **Councilmember Speaks**

41
42 **Councilmember Johnson**

43
44 **Mayor Smith**

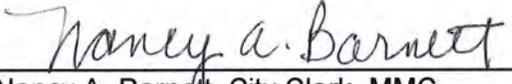
45
46 Mayor Smith commented on the street lights on Caroline Street and the a difference they have
47 made. In addition, he said the Clerk's Building is looking better. He said there was a lot of
48 participation at the Jet Ski races and it was a good economic impact on the city.

1
2 Mayor Smith said on this day in 1885 the Statue of Liberty was delivered to New York City. In
3 addition he said today is “National Eat Your Vegetables” Day.

4
5 **Adjournment**

6
7 There was no further business and the meeting was adjourned at 5:00 p.m.

8
9 Respectfully submitted,

10
11 
12 _____
13 Nancy A. Barnett, City Clerk, MMC

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 1, 2015**

AGENDA TAB NO. 2

SUBJECT TITLE: Assignment of Interlocal Agreement Pertaining to Animal Control Services

OBJECTIVE:

To consider the approval of the Assignment of the Interlocal Agreement for Animal Control Services from Lake County to the Lake County Sheriff's Office.

SUMMARY:

The City entered into an ongoing Interlocal Agreement with Lake County for animal control services in 1999. As Animal Control Services have now been transferred by the County to the Sheriff effective October 1, 2014, the request is now to assign the original Interlocal agreement to the Sheriff retroactively to October 1, 2014. All references in the original agreement to the County shall be replaced by the Sheriff. Attached is the original agreement for reference.

OPTIONS:

- 1) Move to approve the Assignment of the Interlocal Agreement with Lake County for animal control services to the Lake County Sheriff's Office.
- 2) Do not approve the Assignment of the Interlocal Agreement.

STAFF RECOMMENDATION:

Move to approve the Assignment of the Interlocal Agreement with Lake County for animal control services to the Lake County Sheriff's Office.

FISCAL IMPACT:

Not applicable.

LEGAL SUFFICIENCY:

The agreement has been reviewed by the City Attorney

**ASSIGNMENT OF INTERLOCAL AGREEMENT
PERTAINING TO ANIMAL CONTROL SERVICES**

This is an Assignment of an Interlocal Agreement from Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, to the Lake County Sheriff, a Constitutional Officer of the State of Florida, hereinafter the "SHERIFF," pertaining to Animal Control Services between the City of Tavares, hereinafter the "CITY," and Lake County, Florida.

WITNESSETH:

WHEREAS, the COUNTY and the CITY did enter into an Interlocal Agreement pertaining to Animal Control Services; and

WHEREAS, the Animal Control Services Function has been transferred by the COUNTY to SHERIFF effective October 1, 2014; and

WHEREAS, the parties now agree that the Interlocal Agreement between the COUNTY and the CITY shall be assigned to the SHERIFF, and the COUNTY shall be relieved of all responsibilities thereunder.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

- 1.1** The foregoing recitals are true and correct and incorporated herein.
- 1.2** The Agreement for services dated December 7, 1999 between the COUNTY and the CITY shall be duly assigned to SHERIFF retroactively effective to October 1, 2014. All references thereunder to the COUNTY shall be replaced by SHERIFF.
- 1.3** The SHERIFF'S address for purposes of the agreement shall be as follows:

Lake County Sheriff's Office
Attn: Gary S. Borders, Sheriff
360 West Ruby Street
Tavares, Florida 32778

Email: David.Porter@lcso.org

- 1.4** CITY and SHERIFF hereby agree that the COUNTY shall have no further obligations or responsibilities under the original Agreement dated December 7, 1999, retroactively effective October 1, 2014.

Assignment of Interlocal Agreement with Lake County, Lake County Sheriff and City of Tavares Pertaining to Animal Control Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its County Manager, the SHERIFF, and the CITY through its duly authorized representative.

ATTEST:

CITY OF TAVARES

City Clerk

Print name: _____

This ____ day of _____, 2015

Approved as to form and legality
on behalf of the Lake County Sheriff:

SHERIFF

Gary S. Borders, Sheriff

David Porter
Sheriff's General Counsel

This ____ day of _____, 2015.

COUNTY

David C. Heath, County Manager

Approved as to form and legality
on behalf of the County:

This ____ day of _____, 2015.

Sanford A. Minkoff
County Attorney

INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF TAVARES
FOR ANIMAL CONTROL SERVICES

This is an Interlocal Agreement by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred as "COUNTY",

and

The City of Tavares, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred as "CITY":

WHEREAS, Chapter 163, Florida Statutes, Section 163.01, authorizes interlocal agreements to provide services and facilities in cooperation with other local governments; and

WHEREAS, CITY, due to budget restraints, does not have public funds to provide animal control services within the CITY limits; and

WHEREAS, COUNTY has personnel, impoundment facilities, and vehicles for an animal control department; and

WHEREAS, COUNTY animal control department only responds to emergency animal related complaints after regular County work hours of 8:30 a.m. to 5:00 p.m., Monday through Friday; and

WHEREAS, it is in the interest of the public health, safety and welfare to regulate and control animals within the CITY limits; and

WHEREAS, CITY desires to have COUNTY, with its available Animal Control Department, to provide animal control services within the CITY limits; and

WHEREAS, COUNTY is willing to assist CITY with animal control.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, conditions, covenants and payments provided for herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. COUNTY's Obligations. COUNTY shall, upon request of CITY, dispatch a County animal control officer and impounding vehicle to CITY to attempt to capture or capture animals that are in violation of CITY's animal control ordinance or code provisions. COUNTY animal control services shall be provided subject to availability of an animal control officer and impounding vehicle. County animal control officers and impounding vehicles shall remain under the exclusive control and direction of COUNTY. Animals impounded pursuant to this Interlocal Agreement shall be released to the owner, the individual adopting the animal or such other authorized person, upon payment of the fees ordinarily charged by COUNTY for impoundment of animals in accordance with COUNTY ordinances or Lake County code provisions regarding animal control. COUNTY shall perform animal control services only during regular COUNTY work hours, unless the animal-related complaint is an emergency as shall be determined by COUNTY.

Section 3. Term of Agreement and Termination. This Agreement shall become effective on the date the last party executes and shall run through and including Dec 17, ²⁰⁰⁴~~19~~, unless terminated as provided herein. Termination may be given by either party, upon thirty

(30) days written notice.

Section 4. Automatic Renewal of Interlocal Agreement. This Interlocal Agreement shall be automatically renewed for an additional term of one (1) year beginning Dec. 7, 19²⁰⁰⁰, and each October 1st thereafter on the same terms and conditions, unless either party shall provide written notice of termination to the other party at least thirty (30) days prior to the end of the original term of this Interlocal Agreement or any renewal term of this Interlocal Agreement.

Section 5. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Interlocal Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Courthouse
315 West Main Street
Tavares, Florida 32778-7800

TAVARES

City Administrator
City of Tavares
Post Office Box 1068
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by

notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 6. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

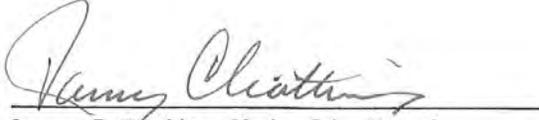
Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 14th day of December, 1999, and City of Tavares, through its City Administrator, duly authorized to execute same.

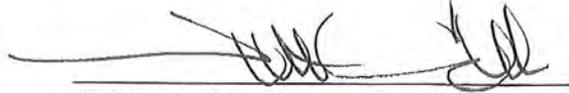
COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



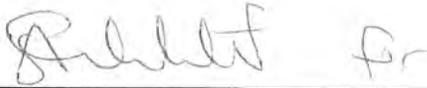
James C. Watkins, Clerk of the Board
of County Commissioners of
Lake County, Florida



Welton G. Cadwell, Chairman

This 7th day of December, 1997.

Approved as to form and legality

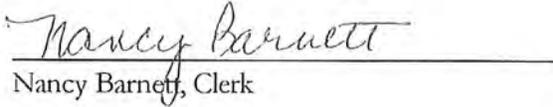


Valerie C. Fuchs, Assistant County Attorney

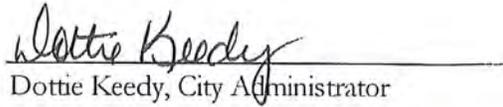
TAVARES

CITY OF TAVARES

ATTEST:



Nancy Barnett, Clerk



Dottie Keedy, City Administrator

This 7th day of January, 19 2000

Approved as to form and legality



Robert Williams, City Attorney

tavaresacagmt-js-c

**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 1, 2015**

AGENDA TAB NO. 3

FIRST READING

**SUBJECT TITLE: Ordinance 2015-12
Annexation & Rezoning –Old 441-Charlie Johnson Builders**

OBJECTIVE:

To consider the annexation and rezoning to RMF-2, Residential Multi-Family of approximately 46.80 acres of property located on the south side of Old U.S. HWY 441, east of David Walker Drive.

SUMMARY:

The subject property is located at the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 46.80 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

Charlie Johnson Builders Inc, the owner of this property, has applied for annexation of these lands into the city and is seeking a zoning designation of RMF-2, Residential Multi-Family. Since the property is not contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities has also been signed by the applicant. The owner is proposing to develop a residential subdivision consisting of approximately 230 new detached homes. As per the utility agreement, all homes will be connected to city utilities. As usual for new subdivisions, the owner will be required to receive preliminary and final subdivision plat approval from City Council and must also obtain subdivision construction approval to insure compliance with all city codes and specifications. These approvals are conditioned on the applicant obtaining all applicable permits from outside agencies including Lake County. Environmental, school and traffic impacts will be addressed through this process. The owner is concurrently seeking a Future Land Use Map amendment to Low Density Residential (5.6 dwelling units per acre).

This property is surrounded on all sides by existing residential development. A residential zoning for this property is the most compatible use. The owner has for many years desired to develop this property, but the lack of utilities and the inability to annex into the city has been an issue. Our newly adopted ISBA essentially solves these problems, allowing the city to naturally expand its boundaries and utilities in a predictable, planned fashion.

OPTIONS:

No council action required at First Reading.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board voted 5-1 to recommend that City Council approves Ordinance 2015-12.

STAFF RECOMMENDATION:

At Final Reading, staff will recommend that City Council moves to approve Ordinance 2015-12.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This ordinance has been reviewed by the City Attorney and approved for legal sufficiency.



Leading our Students to Success

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Marc Dodd
District 4
Debbie Stivender
District 5
Stephanie Luke

June 24, 2015

Mr. Jacques Skutt, A.I.C.P., Director
Community Development Department
City of Tavares
Post Office Box 1068
Tavares, Florida 32778

RE: Charlie Johnson Builders, Inc., Rezoning Request / Ordinance #2015-12

Dear Mr. Skutt:

The City is currently reviewing a rezoning change of approximately 46.80 acres from Lake County Rural Residential (R-1) and Lake County Estate Residential (R-2) to City of Tavares Residential Multi-Family (RMF-2). As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report.

The School Board of Lake County Florida recognizes that the rezoning will not have an adverse impact on the District's level of service as defined in Section 5.2 of the school concurrency interlocal agreement. The following School Board comments reflect projected enrollment data from the District's Five-Year Plan, FY 2015-2019, and student generation rates from the Impact Fee Study.

The proposed rezoning has the potential to add 262 new residential dwelling units that will contribute 98 new students to the Lake County School system. Based on current school attendance zones, schools that will not be adversely affected by the proposed rezoning and their projected five-year capacity status are as follows:

- | | |
|------------------------------------|---------------------------|
| • Tavares Elementary School | 4% Under Capacity |
| • Tavares Middle School | 23% Under Capacity |
| • Tavares High School | 15% Under Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed rezoning on the public schools which currently serve the area under consideration. Should you have any questions or need additional information please contact me at (352) 253-6694.

Sincerely,

Dawn McDonald, Senior Planner
Growth Planning Department

Enclosure

LAKE COUNTY PUBLIC SCHOOLS RESIDENTIAL GROWTH IMPACT REPORT

REVIEWING AUTHORITY City of Tavares
NAME / CASE NUMBER Old 441-Charlie Johnson Builders/ Ordinance #2015-12
DEVELOPER/OWNER Charlie Johnson Builders, Inc.
ITEM DESCRIPTION The applicant proposes a rezoning change of 46.80 acres from Lake County Rural Residential (R-1) and Lake County Estate Residential (R-2) to City of Tavares Residential Multi-Family (RMF-2).
LOCATION Sections 27 & 34 , Township 19S, Range 26E
 Located north of Lakeshore Drive, south of Old U.S. Hwy. 441, east of Colley Drive, and west of Fairvista Drive
CURRENT LAND USE Lake County Urban High (12 Dwelling units/1 acre)
PROPOSED LAND USE City of Tavares Low Density Residential (5.6 Dwelling units/1 acre)
CURRENT ZONING Lake County Rural Residential (R-1) and Lake County Estate Residential (R-2)
PROPOSED ZONING City of Tavares Residential Multi-Family (RMF-2)

NEW DU IMPACT
STUDENT GENERATION
 Elementary School
 Middle School
 High School

SF-DU	MF-DU	Mobile	SF Impacts
			262 DUs
0.374	0.235	0.126	98
0.172	0.133	0.065	45
0.085	0.051	0.029	22
0.117	0.051	0.032	31

SCHOOL NAME

Tavares Elementary
 Tavares Middle
 Tavares High

Projected Enrollment 2019-2020*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
896	976	92%	941	96%	No
1,078	1,427	76%	1,100	77%	No
1,213	1,467	83%	1,244	85%	No

*Lake County School District Five-Year Plan, Fiscal Year 2015-2019

CSA 6

Elementary School
 Middle School
 High School

Student Enrollment 2019-2020*	Permanent Student Capacity*	% of Permanent Capacity
896	976	92%
0	0	0%
1,213	1,467	83%

*Lake County School District Five-Year Plan, Fiscal Year 2015-2019

COMMENTS:

The School Board of Lake County Florida recognizes that the rezoning will not have an adverse impact on the District's level of service as defined in Section 5.2 of the school concurrency interlocal agreement.

School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.

Prepared By: Dawn McDonald, Senior Planner, Lake County School District

Date: 6/24/2015

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ORDINANCE 2015-12

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AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 46.80 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RMF-2 (MULTI-FAMILY RESIDENTIAL) WITH CERTAIN CONDITIONS; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the owners of the properties described in **Exhibit "A"** have voluntarily petitioned to annex into the City of Tavares, and

WHEREAS, these properties are located within the Interlocal Service Boundary Area attached as **Exhibit "B"** to this ordinance; and

WHEREAS, the City of Tavares may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the Interlocal Service Boundary Agreement executed between the City of Tavares and Lake County, and

WHEREAS, as a condition of annexation under the Interlocal Service Boundary Agreement, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement at the time of annexation to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development, and

WHEREAS, the owner has signed a utility agreement attached as **Exhibit "C"** to this ordinance which upon acceptance by the City of Tavares will obligate the owner to connect to the City's public water and sewer utility system or to construct the utility infrastructure for water and waste water pursuant to the City's plans and specifications, and

WHEREAS, the owner has requested that the subject property be given a city zoning designation of RMF-2 (Residential Multi-Family) upon annexation to facilitate the development of a single-family detached subdivision with minimum lot frontages of 60 feet and

1 minimum lot areas of 6500 square feet which is in compliance with an RMF-2 (Residential Multi-
2 Family) zoning; and

3

4 **WHEREAS**, the City is in the process of creating a new Residential Single Family
5 Zoning District that will allow 60', but currently, the only residential zoning district in the City that
6 will allow single family 60' lots also allows duplexes, which the City feel are not an appropriate
7 use for this property; and

8

9 **WHEREAS**, the owner agrees and consents to the inclusion of a condition that
10 the RMF-2 (Residential Multi-Family Dwelling) zoning that will be applied to the subject property
11 will permit only single family detached development in accordance with the provisions of the
12 City's Land Development Regulations; and

13

14 **WHEREAS**, the City is concurrently processing an amendment to the City's
15 Comprehensive Plan to re-designate the property from Lake County Urban High Density to City
16 Low Density on the Future Land Use Map 2020; and

17

18 **WHEREAS**, the City of Tavares held duly noticed public hearings before the
19 Planning and Zoning Board and City of Tavares City Council, providing opportunity for
20 individuals to hear and to be heard regarding the proposed amended zoning; and

21

22 **WHEREAS**, the City Council has reviewed and considered all relevant evidence
23 and information and testimony presented by witnesses, the public, and City staff; and

24

25 **WHEREAS**, the City Council finds this amendment in compliance with the City of
26 Tavares Land Development Regulations and the proposed amended Comprehensive Plan; now
27 therefore

28

29 **BE IT ORDAINED** by the City Council of the City of Tavares, Florida, as follows:

30

31 **Section 1. Annexation**

32 The properties legally defined as and depicted in **Exhibit "A"** attached hereto, situated in
33 Lake County, Florida, is hereby incorporated into and made a part of the City of Tavares, Florida,
34 pursuant to the voluntary annexation provisions of Chapter 171, Part II, Florida Statutes.

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Section 2. Utility Agreement

That the Utility Agreement attached as **Exhibit "C"** to this ordinance is hereby approved by the City Council of the City of Tavares; and

Section 3. Rezoning

The said properties, as legally defined in **Exhibit "A"**, is hereby rezoned from Lake County R-1 (Rural Residential) and County R-2 (Estate Residential) to City RMF-2 (Multi-Family Residential), under the specific provisions as established by the City of Tavares Land Development Regulations and this ordinance, provided, that only single family dwellings shall be permitted to be constructed on this property.

Section 4. Severability.

Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect.

Section 5. Effective Date.

This ordinance shall take effect immediately upon its final adoption by the Tavares City Council.

PASSED AND ORDAINED this day of , 2015 by the City Council of the City of Tavares, Florida.

Kirby Smith, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

Nancy Barnett, City Clerk

1 APPROVED AS TO FORM AND LEGALITY:

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5 Robert Q. Williams, City Attorney

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EXHIBIT A LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA (PARCEL A)

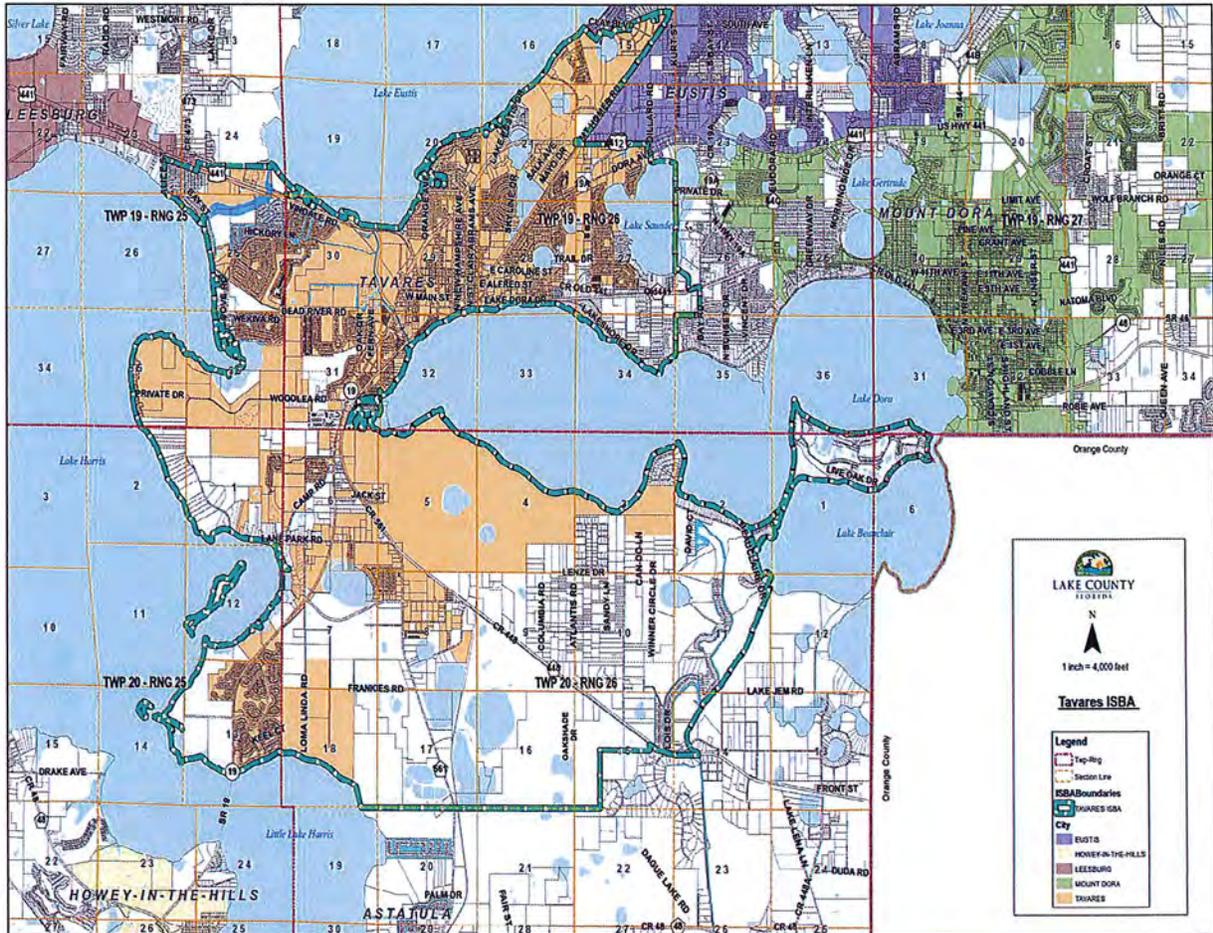
AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. (PARCEL B)

AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (PARCEL C)

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EXHIBIT B INTERLOCAL SERVICE AREA BOUNDARY



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**EXHIBIT C
UTILITY AGREEMENT**



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UTILITY AGREEMENT

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THIS UTILITY AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, _____ by and between THE CITY OF TAVARES, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a Florida limited liability company, (hereinafter referred to as "Developer").

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RECITALS

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1. The City owns and operates a central water and wastewater utility within the Interlocal Service Area Boundary Area identified as Exhibit "A" in the Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

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2. The Developer owns property, legally described in "Exhibit A" of this Utility Agreement. This property is within the Tavares Interlocal Service Area Boundary. The Developer desires to annex this property into the City of Tavares.

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3. A requirement for annexation of non-contiguous properties under the Interlocal Service Boundary Agreement is that properties are either presently served by or capable of being served by public central water and sewer utility service, or the subject owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property. The Agreement provides that the City of Tavares may not approve development or issue a final development order in such annexed area unless central water and waste water serves the development.

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4. The Developer has agreed to (___) immediately connect to the an existing public water and sewer utility service, or (___) construct the utility infrastructure for water and waste water pursuant to the City's plans and specifications, and it has agreed to pay the entire cost to design, permit, construct, and inspect that construction.

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NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1 1. Recitals. The foregoing recitals are true and correct in all respects and
2 are expressly incorporated herein by this reference.

3
4 2. Connection or Construction of Capital Lines and Facilities. The City
5 acknowledges that the Developer, at its expense, has agreed either to:

6
7 (a). Connect to the City's public water and sewer utility system or
8 some other public central water and sewer service approved by the City within ____
9 days, or

10
11 (b). Design, permit, and construct the following capital infrastructure
12 improvements to wit:

13
14 Description of Work: _____

15
16 The City hereby acknowledges that it has granted to the Developer the right and license
17 to construct said water and sewer lines, and expressly consents to such construction.

18
19 3. Conveyance of Improvements. At the City's option, all of the utility
20 facilities constructed pursuant to this agreement shall be the property of the City. In
21 such instance, the Developer agrees to convey to the City, by bill of sale, all of
22 Developer's right, title and interest in Infrastructure extensions and improvements upon
23 execution of this Agreement. In the event the utility connection improvements are not
24 conveyed to the City, the Developer shall be responsible for all maintenance of said
25 lines and facilities.

26
27 4. Documentation from Developer. The Developer shall submit to the City
28 sealed engineered copies of all design drawings, contractor's affidavits, certificates from
29 the project engineer, and a set of as-built drawings for all of the improvements
30 contemplated hereby. The Developer shall also assign to the City all warranties and
31 guarantees that it has on the improvements.

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33 5. Entire Agreement. This Agreement constitutes the entire agreement
34 between the parties with respect to the transactions contemplated herein, and it
35 supersedes all prior understandings or agreements between the parties relating to this
36 Agreement.

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38 6. Successors and Assigns. This Agreement shall be binding upon and
39 inure to the benefit of the parties hereto and their respective successors and assigns.

40
41 7. Waiver; Modification. The failure by any party to insist upon or enforce
42 any of their rights shall not constitute a waiver thereof and nothing shall constitute a
43 waiver of any party's right to insist upon strict compliance with the terms of this
44 Agreement. Any party may waive the benefit of any provision or condition for its benefit
45 which is contained herein. No oral modification of this Agreement shall be binding upon
46 the parties and any modification must be in writing and signed.

1
2 8. Governing Law. This Agreement shall be governed by and construed
3 under the laws of the State of Florida.
4

5 9. Application; Affect. If any provision of this Agreement or the application
6 thereof to any party, person or circumstance shall be held or deemed to be invalid or
7 unenforceable to any extent, the remainder of this Agreement and the application of
8 such provisions to other parties, persons, or circumstances shall be affected thereby
9 and shall be enforced to the greatest extent permitted by law.
10

11 10. Notices. Any notices which may be permitted or required hereunder
12 shall be in writing and shall be deemed to have been duly given as of the date and time
13 the same are personally delivered, transmitted electronically (i.e. telecopier device) or
14 within three (3) days after depositing with the United States Postal Services, postage
15 prepaid by registered or certified mail, return receipt requested, or within one (1) day
16 after depositing with Federal Express or other overnight delivery service from which a
17 receipt may be obtained, and addressed as follows:
18

19 City: John Drury, City Administrator
20 City of Tavares
21 201 East Main Street
22 Tavares, Florida 32778
23 Telephone: (352) 742-6209
24

25 Copy to: Robert Q. Williams, Esquire
26 Williams, Smith & Summers, P.A.
27 380 West Alfred Street
28 Tavares, Florida 32778-3298
29 Telephone: (352) 343-6655
30 Fax: (352) 343-4267
31

32 Developer: _____

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36 11. Attorney's Fees. In the event of any dispute hereunder for of any
37 action to interpret or enforce this Agreement, any provision hereof or any matter arising
38 here from, the prevailing party shall be entitled to recover its reasonable cost, fees,
39 expenses, including but not limited to witness fees, expert fees, consultant fees,
40 attorney, paralegal and legal assistant fees, costs and expenses and other professional
41 fees, costs, and expenses whether suit be brought or not, and whether in settlement, in
42 any declaratory action, at trial or on appeal.
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44 12. Performance. Time is of the essence in the performance of this
45 Agreement.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

CITY OF TAVARES

ATTEST:

Nancy Barnett, City Clerk

Kirby Smith, Mayor

Approved as to form and legality by:

This ____ day of _____, 2015.

Robert Q. Williams, Esquire
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

Signed, sealed and delivered in the presence of the following witnesses:

DEVELOPER:

Signature of Witness

By: _____

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as Manager of _____, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

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EXHIBIT "A" OF UTILITY AGREEMENT

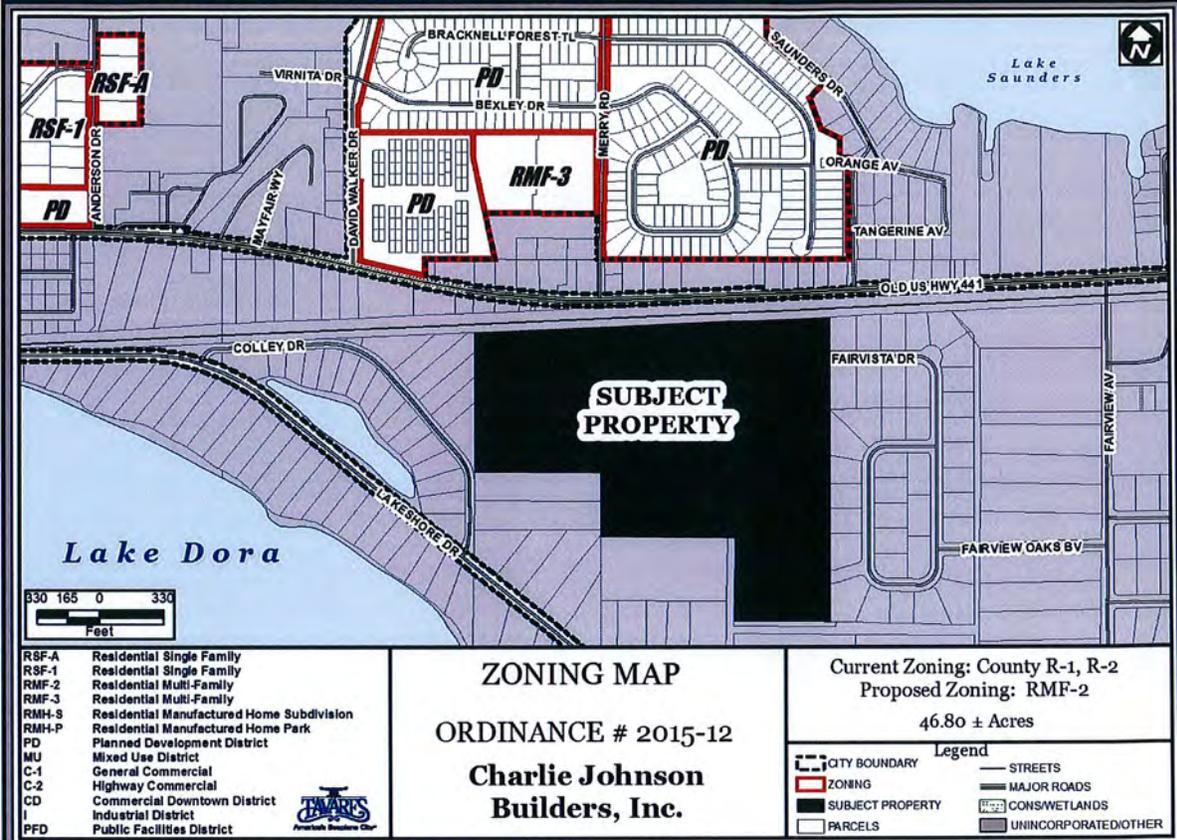
LEGAL DESCRIPTION

LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA (PARCEL A)

AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. (PARCEL B)

AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (PARCEL C)

CITY OF TAVARES ORDINANCE # 2015-12



RSF-A	Residential Single Family
RSF-1	Residential Single Family
RMF-2	Residential Multi-Family
RMF-3	Residential Multi-Family
RMH-S	Residential Manufactured Home Subdivision
RMH-P	Residential Manufactured Home Park
PD	Planned Development District
MU	Mixed Use District
C-1	General Commercial
C-2	Highway Commercial
CD	Commercial Downtown District
I	Industrial District
PFD	Public Facilities District

ZONING MAP
ORDINANCE # 2015-12
Charlie Johnson Builders, Inc.

Current Zoning: County R-1, R-2
 Proposed Zoning: RMF-2
 46.80 ± Acres

Legend	
	CITY BOUNDARY
	ZONING
	SUBJECT PROPERTY
	PARCELS
	STREETS
	MAJOR ROADS
	CONSWETLANDS
	UNINCORPORATED/OTHER

THE ARTS IN LAKE

Russian love-triangle opera at the library

By DEBBIE MANIS
Staff Writer

Tchaikovsky's "Eugene Onegin," a love story of 18th-century Russian aristocrats, is this month's Opera at the Library program.

The opera, which is based on Alexander Pushkin's narrative novel-length poem, will be shown at 2 p.m. June 22 in Room 108B at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont.

The opera, which explores a love triangle that ends tragically, tells of a young girl infatuated with a self-absorbed nobleman. He spurns her advances, only to realize his mistake later in life.

"Eugene Onegin" includes one of Tchaikovsky's best-loved dances, the Polonaise.

A brief lecture about Tchaikovsky's motivation for composing the work begins at 1:45 p.m.

All operas, which are free, have English translation.

Light refreshments will be served.

Details: 352-536-2275 or b1chly/jdt@lkla.com

room of the Winter Park Towers, 1111 S. Lakemont Ave., Winter Park.

Audrey Smith, a member of the weavers, will provide a slide presentation on the close relationship between weaving on the loom and needlework. Participants also will explore this fabric construction technique, which integrates brocade, inlay, overlay and underlay, as the background material is being woven.

Details: weavers@orlando.com

'Starfish Circus'

Students from Ocala Civic Theatre's performance camp will present "Starfish Circus" at 7 p.m. June 26 and 2 p.m. June 27 at its theater in the Appleton Cultural Center, 4337 E. Silver Springs Blvd.

The students ages 7 to 18 will put on a circus featuring jugglers, clowns, acrobatics, aerialists and more.

Tickets are \$12 for adults and \$6 for students (student identification required for college students).

Details: 352-236-2274 or ocalacivictheatrecoll.com

Summer art camps

Mount Dora Center for the Arts is accepting registration for "Looking Fun and Feeling Groovy," its fine-arts summer camp at the

center, 188 E. Fifth Ave. The camp is open to children ages 5 to 12.

Students will receive hands on experience exploring art materials and methods in creative and fun ways. Some of the techniques may include imaginative collage, drawing, painting, printmaking, hand-building with clay, fiber art, stained glass, beading and mosaics.

The weekly sessions run through July 31. There will be no camp the weeks of July 4. Camp meets from 8:30 a.m. to 12:30 p.m., 1:30 to 5:30 p.m. and 8:30 a.m. to 5:30 p.m.

There will be an end of summer arts camp exhibit on July 31.

Cost is \$85 a week for a half-day or \$160 for a full day. A one-time registration fee of \$10 is also required, which includes a camp T-shirt. Advance registration is required.

Parents must provide lunch for full-day campers.

Scholarships are available for those who qualify.

To register or more information, visit mountdoracenterforthearts.org or call 352-383-0850.

The Melon Patch Kids and Young Actors, under the direction of Jan Fattizzi, is offering a three-week summer camp for elementary- to high-school students.

The camp is July 13 through 31 and will end with a production of Disney's "The Little Mermaid."

Students will meet weekdays from 9 a.m. to 2 p.m. at the theater, 381 N. 13th St., Leesburg.

Tuition is \$250 per student.

For more information or registration form stop by the theater between 11 a.m. and 1 p.m. weekdays or call Fattizzi at 352-978-4913.

Sara Awards

The Sara Awards for the 2014-2015 Melon Patch Players' season will be presented June 27 at the Melon Patch Theatre, 381 N. 13th St., Leesburg.

A reception with complimentary hors d'oeuvres and a cash bar will begin at 6:30 p.m., followed by the awards ceremony at 8 p.m.

The theater will honor actors with Sara awards from this past season's performances. The awards are the theater's equivalent of Broadway's Tony Awards. Volunteers also will be honored.

The award is named for Sara Barcus, a board member emerita who helped start the Melon Patch Players.

Seating is limited. Reservations are required by calling 352-787-3013.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5922 or dmanis@tribune.com

CALENDAR: HOBBIES

Monday

Yee Haw line-dancing classes, 6:30 to 8 p.m. each Monday at Cadwell Park Recreation Building, Umatilla. Details: 352-589-7335.

Mount Dora Mahong group, 6:30 p.m. every Monday at the Simpson Farm House, 20541 Donnelly St., next to the W.T. Bland Public Library in Mount Dora. New members and all playing levels are welcome. Members also will teach beginners how to play the game. Details: 352-434-9057.

Eustis Fit Club, runners and walkers, meets at 6 p.m. the first Monday of every month in the Garden Room at Eustis Recreation Department, 2214 Bates Ave. Programs feature fitness and health. Details: eustisrunnersandwalkers.blogspot.com or call 352-636-3802.

Burke's Fit Club, runners and walkers, meets at 6 p.m. the first Monday of every month in the Garden Room at Eustis Recreation Department, 2214 Bates Ave. Programs feature fitness and health. Details: eustisrunnersandwalkers.blogspot.com or call 352-636-3802.

Mount Dora Social Bridge (ladies group), 11:45 a.m. to 3:45 p.m. each Monday in the lower level at the Mount Dora Community Building, 520 N. Baker St. Details: 352-385-7363.

Client Name: City of Tavares
Advertiser: Lake Zone/E004/LAK
Section/Page/Zone: ff/Ord 2015-12 and 13
Description:

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BOAS

Continued from Page E1

Ralph would check me. I would check him, and then I'd spend a long time checking Dibs, who inevitably had more of the eight-legged blood-thirsty critters over my small furry body than either of us had.

Back then, Lyme disease was new, and I was young. Since it was before Ralph and I began to raise a family, my own sense of mortality had yet to be awakened. I accepted the existence of ticks as just another petty annoyance like mucky March ground and trees entwined with poison ivy. Even though we lived not far from the disease's epicenter, tick concerns didn't keep me out of the woods or away from my dog.

It wasn't until an acquaintance came down with Lyme disease that my protective it-won't-happen-to-me armor began to erode.

Suddenly a person I knew who was the same age as me needed to lean on a cane to be able to walk. Arthritic knots punctuated the joints of her hands, and her face, even when she smiled, was slightly lopsided and taut with pain.

As the years went by, I



VICTORIA AROCHO/ASSOCIATED PRESS
A deer tick is seen under a microscope.

ple who were bitten by deer ticks infected with the bacterium, Borrelia burgdorferi. Rather than diminish over time, the problem of Lyme disease dramatically increased. According to the federal Centers for Disease Control and Prevention, approximately 300,000 people in the U.S. are diagnosed with Lyme disease

annually. Even though antibiotic treatment is now available, the CDC reports that "approximately 10 to 20 percent of patients (particularly those who were diagnosed later), who received appropriate antibiotic treatment, may have persistent or relapsing symptoms."

I find those statistics very scary.

Ralph and I are about to head north to visit our daughter Jenny and her family in western Massachusetts, and as much as I look forward to receiving our grandchildren's hugs and spending time with family, I do so with a certain amount of trepidation.

In 2013, the CDC reported 87 confirmed cases of Lyme disease in Florida compared to 3,866 in Massachusetts. As I prepare for the trip, I mentally remind myself to stay out of the woods, not walk through long grass and to check my body carefully — extra carefully — at least once a day. And, the CDC says that help protect against ticks, as can products containing permethrin.

I believe in evaluating risks. In the 67 years since 1948 when records were first kept, only 22 people in Florida have been killed by alligators. Ticks are tiny, but

the danger they pose to a human health — even in Florida where deer tick populations are relatively low — is huge compared to that of alligators.

Life is fraught with fears. After careful evaluation, we can choose to ignore those fears, avoid them or face them head-on. In the case of tick-borne illness and my upcoming trip to Tick Central, I intend to play it safe through a prudent mix of prevention, protection and proactive awareness. I sure hope it works.

Sherry Boat can be reached at simplifying@beautifulbamboc.com.

THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

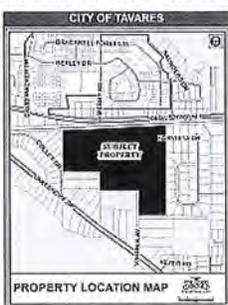
Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2015-12 & Ordinance 2015-13 titled as follows:

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 44.38 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RMF-2 (MULTIFAMILY RESIDENTIAL) SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 44.38 ACRES OF VACANT PROPERTIES FROM COUNTY URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.



Proposed Ordinance 2015-12 & Ordinance 2015-13 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on June 18, 2015, at 3 p.m.; and
2. Tavares City Council meeting on July 1, 2015, at 4 p.m. (Introduction and First Reading by Title Only — Ord. 15-12, Transmittal Hearing — Ord. 15-13); and
3. Tavares City Council meeting on July 15, 2015, at 4 p.m. (Second Reading — Ord. 15-12 only); and
4. Tavares City Council Second Reading for Ord. 15-13 will follow completion of State review.

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-12 & Ordinance 2015-13 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall. Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled to no cost in the provision of certain assistance.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 1, 2015**

AGENDA TAB NO. 4

FIRST READING

SUBJECT TITLE: Ordinance 2015-10 – An amendment to the Comprehensive Plan to incorporate the adopted Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

OBJECTIVE:

To formally amend the City of Tavares Comprehensive Plan, Chapter 6, Intergovernmental Coordination Element to incorporate the approved Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

SUMMARY:

On April 15th, the City of Tavares adopted Ordinance 2015-08, the Interlocal Service Boundary Agreement between the City of Tavares and Lake County. Consistent with Florida Statute 171.203 (9) within 6 months of the adoption, the parties are to amend their respective Intergovernmental Coordination Elements within their Comprehensive Plan to establish consistency and compliance with the agreement. The proposed text amendment seeks to adhere to this statutory requirement and provide for a seamless transition into the management of the Interlocal Service Boundary Agreement (ISBA).

OPTIONS:

No City Council action required at First Reading.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board voted unanimously to recommend that City Council approves Ordinance 2015-10.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2015-10

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This ordinance has been reviewed by the City Attorney and approved for legal sufficiency.

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Exhibit "A"

CHAPTER 6

**INTERGOVERNMENTAL COORDINATION ELEMENT
GOALS, OBJECTIVES AND POLICIES**

GOAL 6-1: COORDINATE WITH FEDERAL, STATE AND LOCAL GOVERNMENT AND QUASI-GOVERNMENT ENTITIES WHOSE RESPECTIVE EMPOWERED ACTIVITIES, DUTIES AND RESPONSIBILITIES INFLUENCE, EFFECT, OR CONTROL GOVERNMENTAL AFFAIRS AND LAND DEVELOPMENT DECISIONS HELD BY THE CITY OF TAVARES IN ORDER TO ESTABLISH EFFECTIVE GROWTH MANAGEMENT, DEVELOPMENT ACTIVITIES, AND NATURAL RESOURCE CONSERVATION, WITH CONSIDERATION TO LIMITED AVAILABLE FINANCES.

~~OBJECTIVE 6-1.1: Coordinate with Lake County on issues pertaining to land use activities and public programs applicable to adjacent unincorporated lands and unincorporated enclaves. By March 1, 2002, the City and County, shall complete a study to determine the effectiveness of their Joint Planning Agreement, City Resolution 87-15, and shall adopt an annexation area Comprehensive Land Use Plan for the entire Tavares/Lake County Joint Planning Area.~~

OBJECTIVE 6-1.1: Coordinate with Lake County on issues pertaining to land use activities such as annexations, maintenance of right of ways, development applications, land development regulations, comprehensive plan provisions, the provision of solid waste management, fire hydrants, sharing of equipment and resources, E 911 system management, county addressing, fire and rescue services to avoid duplication of services delivery and reduce service provision costs.

~~Policy 6-1.1.1: The City shall provide a copy of its Comprehensive Plan to Lake County and shall file a written request to the County to receive a copy of the Lake County Comprehensive Plan to mutually promote consistency with adopted Plans.~~

Policy 6-1.1.1: The City shall adhere to the Interlocal Service Boundary Agreement adopted through Ordinance 2015-08 on April 15, 2015.

Policy 6-1.1.2: The City shall file a written request to Lake County to receive notification of any proposed land use amendments, changes to adopted levels of service, and all applications for development affecting land adjacent to City boundaries as well as such activities occurring within the utility service area within a reasonable time frame for the City to respond to any concerns. The City shall reciprocate such information to Lake County and allow response to Lake County growth management concerns.

Policy 6-1.1.3 The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with the state and Lake County agencies at the staff and official government levels by presenting City concerns through documented transmittals, scheduled meetings, attendance at State, Federal and County public hearings, joint ad hoc technical coordination committees, and, where relevant, less formal communications. The City shall promote reciprocal participation of State, Federal and County staff and officials in local growth management affairs. Growth management issues to be pursued, but not limited to, comprise the following:

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a) ~~Annexation of Adjacent Lands. The City shall engage in mutual discussion with Lake County by March 1, 2001 to establish an annexation Land Use Plan to direct an orderly and timely process of annexing unincorporated land adjacent to the City. An Annexation Interlocal Agreement shall include, but is not limited to the following issues:~~

- ~~1. Delineation of general area in which the City shall pursue annexation;~~
- ~~2. Mutually agreeable land use designations for unincorporated areas within the confines of the annexation zone, with emphasis on compatibility with both the City and County Comprehensive Plan Future Land Use Elements;~~
- ~~3. Jurisdiction responsible for providing water, sewer, traffic circulation, and drainage facilities during the interim and post annexation periods;~~
- ~~4. Availability of public facilities and services to meet demands currently generated by existing development or that are anticipated for eligible land use activities permitted within the proposed annexation area;~~
- ~~6. Determination of appropriate application of a concurrency management system for the annexation zone.~~

b) ~~Land Use Planning of Adjacent Lands. The City shall coordinate with Lake County to pursue appropriate land management for unincorporated areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City and County growth management efforts. The City shall coordinate with Lake County to establish a mutually compatible growth management framework, with consideration to implementing such activity through an interlocal agreement, which addresses the following planning and development issues:~~

- ~~1. Land Development Regulations. Review and compare municipal and County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.~~
- ~~2. Comprehensive Planning for Adjacent Unincorporated and Incorporated Land. Develop mutually agreeable future land use designations for adjacent unincorporated and incorporated land.~~

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~~3. Review Impacts of Development. Review impacts of development within adjacent unincorporated lands, including impacts to adopted levels of service; concurrency management issues; affects on annexation issues; and changes to comprehensive plans and land development regulations; location and timing of proposed development; and impacts to conservation activities and preservation of natural resources.~~

~~4. Mitigate Impacts to State Roads. Direct commercial development toward State roads to incorporated areas, and designate lands in unincorporated areas adjacent to municipalities to low-density, non-intensive land use to facilitate improvement of traffic flows along these roads.~~

~~c) Solid Waste. The City shall coordinate with the Lake County Department of Environmental Services to achieve improvements and efficiency to the County's solid waste management program, including the collection, disposal and monitoring of hazardous wastes. The City shall also coordinate with the County to continue effective solid waste management programs:~~

~~1. Recycling programs and management strategies established by the County.~~

~~2. Curtail illegal dumping of solid waste as well as disposal practices which are detrimental to the existence of natural resources and ecological communities.~~

~~3. Monitor ground water quality adjacent to the abandoned land fill just south of Tavares.~~

~~d) a) Traffic Circulation. The City shall coordinate with Lake County, as well as the Florida Department of Transportation, to collect data on transportation, pedestrian and bicycle improvement needs. Additional issues to be specifically addressed include, but are not limited to:~~

~~1. Limit commercial development along S.R.#19 outside City Limits;~~

~~2. Review scheduled improvements and maintenance to S.R.#19, old U.S.#441 and U.S. #441.~~

~~e) b) Surface Water Management and Drainage. The City shall coordinate with Lake County to implement stormwater and drainage improvement needs indicated through the results of City Stormwater Masterplan of 1992, and to coordinate proposed development within the Comprehensive Plan with improvements scheduled within the Lake County Stormwater Master Plan. Other issues to be addressed include stormwater impacts to water~~

1 quality in the City's lakes and in groundwater aquifers.

2
3 f) c) Groundwater Quality and Conservation. Issues which the City
4 needs to address with Lake County include the preservation of
5 natural resources which transcend jurisdictional boundaries and
6 the protection of potable water storage areas of the Floridan
7 Aquifer. Coordination should focus on the effectiveness of the
8 Comprehensive Plan and implementation activities established
9 within the Land Development Regulations to conserve and protect
10 these natural resources.

11
12 g) d) Housing. The City shall coordinate with Lake County to
13 address affordable housing issues and housing needs for
14 special groups. Coordination shall also include review of
15 adjacent land uses within adjacent unincorporated areas to
16 assure that residential development within these areas does
17 not adversely affect housing markets and development within
18 the City of Tavares. Coordination efforts shall be conducted
19 through the Lake County Department of Planning and
20 Development. Such coordination shall involve the City's
21 participation in and contribution to Lake County's affordable
22 housing program and such programs for low and moderate
23 income households.

24
25 h) e) Recreation. The City shall coordinate with the recently
26 established Lake County Recreation Coordinator to avoid
27 duplication of recreation services proposed within each
28 government's comprehensive plan. The City shall also
29 promote the exchange of recreation plans between the two
30 entities.

31
32 i) f) Disaster Preparedness. Issues concerning disaster
33 preparedness shall be addressed and coordinated with the
34 Lake County Office of Emergency Management and other
35 governmental entities as deemed necessary to maintain and
36 revise plans and policies directing emergency preparedness
37 in order to protect life and property in the event of a disaster.

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39 j) g) Air Quality. The City shall coordinate with Lake County to
40 improve air quality as necessary.
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3 **Staff Summary**

4 This ordinance provides for the adoption of an Interlocal Service Boundary Agreement (ISBA)
5 between Lake County and City of Tavares. The ISBA addresses annexation of non-contiguous
6 properties, annexation and maintenance of right of way, development applications, land
7 development regulations, comprehensive plan provisions, solid waste, fire hydrants, sharing of
8 equipment and resources, fire and rescue services, E-911 system, and addressing standards.
9

10 **ORDINANCE NO. 2015 – 8**

11
12 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE**
13 **COUNTY, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY**
14 **AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF TAVARES;**
15 **PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND**
16 **PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.**
17

18 **WHEREAS**, the Interlocal Service Boundary Agreement Act (§171.20 - §171.212,
19 *Florida Statutes*) is intended to “provide an alternative . . . for local governments regarding the
20 annexation of territory into a municipality and the subtraction of territory from the
21 unincorporated area of the county” (§171.201, *Florida Statutes*); and
22

23 **WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act is to
24 “encourage local governments to jointly determine how to provide services to residents and
25 property in the most efficient and effective manner while balancing the needs and desires of the
26 community” (§171.201, *Florida Statutes*); and
27

28 **WHEREAS**, the Interlocal Service Boundary Agreement Act is also intended to
29 “establish a more flexible process for adjusting municipal boundaries and to address a wider
30 range of the effects of annexation” and “to encourage intergovernmental coordination in
31 planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts
32 and litigation between local governments” (§171.201, *Florida Statutes*); and
33

34 **WHEREAS**, on October 2, 2013, the City of Tavares adopted a Resolution inviting Lake
35 County to participate in the negotiation of an Interlocal Service Boundary Agreement (ISBA)
36 pursuant to §171.203, *Florida Statutes*; and
37

38 **WHEREAS**, on November 5, 2013, Lake County adopted a responding Resolution
39 inviting the Towns of Lady Lake, Montverde, Howey-in-the-Hills, and Astatula, and the Cities
40 of Clermont, Minneola, Groveland, Mascotte, Mount Dora, Eustis, Tavares, Umatilla, Leesburg,
41 and Fruitland Park to participate in the negotiation of an Interlocal Service Boundary Agreement
42 (ISBA) pursuant to §171.203, *Florida Statutes*; and
43

44 **WHEREAS**, subsequent to the City of Tavares’s October 2, 2013 Resolution,
45 representatives for Lake County, the Cities of Tavares, Mount Dora and Leesburg, and the Town
46 of Astatula (collectively, the “Parties”) met and negotiated an ISBA addressing annexation of

1 non-contiguous properties, annexation and maintenance of right of way, development
2 applications, land development regulations, comprehensive plan provisions, solid waste, fire
3 hydrants, sharing of equipment and resources, fire and rescue services, E-911 system, and
4 addressing standards; and

5
6 **WHEREAS**, the Parties have reduced their agreement to a writing, as set forth in the
7 ISBA attached hereto as **Exhibit "A"**; and

8
9 **WHEREAS**, the negotiated ISBA attached hereto as **Exhibit "A"** meets the goals of the
10 Interlocal Service Boundary Agreement Act in that it fosters intergovernmental coordination in
11 planning, service delivery, and boundary adjustments, and promotes efficient and effective
12 service delivery while balancing the needs and desires of the community; and

13
14 **WHEREAS**, §171.203(14), *Florida Statutes*, states that when "the local governments
15 have reached an interlocal service boundary agreement, the county . . . shall adopt the agreement
16 by ordinance"; and

17
18 **WHEREAS**, the County has the authority to enter into the attached ISBA pursuant to
19 §125.01, *Florida Statutes*;

20
21 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
22 Lake County, Florida as follows:

23
24 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated
25 herein by reference.

26
27 **Section 2. Adoption.** The Lake County Board of County Commissioners hereby
28 adopts the Interlocal Service Boundary Agreement between Lake County and the City of
29 Tavares, attached hereto and incorporated herein as **Exhibit "A."**

30
31 **Section 3. Severability.** If any section, sentence, clause, or phrase of the Ordinance
32 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
33 shall in no way affect the validity of the remaining portion of this Ordinance.

34
35 **Section 4. Filing with the Department of State.** The clerk shall be and is
36 hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State
37 of Florida in accordance with Section 125.66, Florida Statutes.

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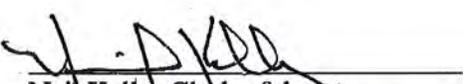
Section 5. Effective. This Ordinance shall become effective as provided for by law.

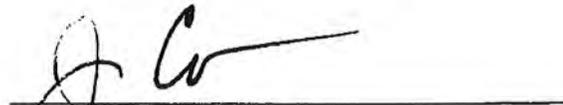
Enacted this 29 day of April, 2015.

Filed with the Secretary of State 29 April, 2015.

ATTEST:

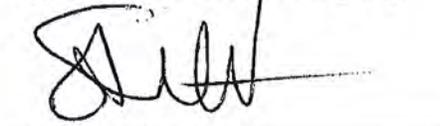
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Jimmy Conner, Chairman

This 29th day of April, 2015.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

1
2
3

EXHIBIT A

ISBA AGREEMENT TO BE ATTACHED HERE

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9

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN

The City of Tavares and Lake County, Florida

March 12, 2015

1 2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit
2 A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such
3 map the boundary areas for TAVARES as well as unincorporated areas.
4

5 3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the
6 Interlocal Service Agreement Boundary as displayed on Exhibit A:
7

8 a. **ANNEXATION OF PROPERTIES.**
9

10 i. **Part I Chapter 171, Florida Statutes.** TAVARES shall be entitled to annex any
11 property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
12

13 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the
14 annexation of any enclave or the creation of any enclave which is the result of an
15 annexation, so long as TAVARES agrees to provide services to such enclave, and
16 TAVARES holds a public hearing prior to such annexation where the owners of all
17 properties within the enclave are given written, first class mail notice, and an
18 opportunity to comment publicly at such meeting.
19

20 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida**
21 **Statutes: Specific Properties.** COUNTY hereby consents to the annexation by
22 TAVARES of any non-contiguous real property in the unincorporated area within the
23 Interlocal Service Boundary Area as depicted in "Exhibit A" provided the consent
24 requirements in Part II of Chapter 171 are satisfied and that subject properties are
25

- 26 1. presently served by TAVARES or other public central water and/or sewer utility; or
- 27 2. where subject property owner/developer has entered into a concurrent Water and
28 Sewer Utility Agreement at the time of annexation to extend utility infrastructure to
29 the subject property, and provided further the TAVARES shall not approve any
30 development, or issue a final development order in such annexed area unless central
31 water and wastewater shall serve the development.
32

33 b. TAVARES shall not annex any areas not contained within the TAVARES ISBA without the
34 approval of the COUNTY.
35

36 c. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the
37 annexation of right of way located in the Interlocal Service Boundary Agreement area of
38 TAVARES, so long as at least one side of the road will be bounded by property located
39 within TAVARES after the annexation, or which meets any of the other annexation
40 requirements of this Agreement. TAVARES agrees that at the time that it annexes any
41 property which abuts a roadway, that, to the extent possible, it will also annex the adjacent
42 road right of way to avoid the creation of roadway enclaves. Annexing the right of way
43 pursuant to this sub-paragraph does not require TAVARES to accept maintenance
44 responsibility for such road.
45

46 d. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation
47 of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any
48 subject road right-of-way, other than a State of Florida operated and maintained right-of-way,
49 located between two nearest collector streets (or streets with a higher classification)
50 intersecting right-of-ways (i.e. cross streets) or COUNTY four-lane or greater roadway,

1 TAVARES shall assume maintenance responsibility for such road right-of-way segment and
2 associated drainage facilities not terminating at any right-of-way centerline, but between and
3 extending to and including the above mentioned local cross street intersections, or as may be
4 mutually designated. All such transfers of maintenance responsibility related to an
5 annexation shall include the entire width of the right-of-way adjacent to annexed properties.
6 However, nothing in this agreement shall require TAVARES to assume maintenance for any
7 roadway and associated drainage facilities that does not meet City standards other than right
8 of way width, nor shall TAVARES have any responsibility to widen any such road.
9 TAVARES shall not be required to assume maintenance for the following roadways unless a
10 separate agreement is approved by TAVARES and COUNTY. Such roads are as follows:

- 11 1. CR 561
- 12 2. CR 448
- 13 3. CR 448 extension (from SR19 to CR 561)
- 14 4. David Walker Drive

15
16
17 4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS,**
18 **COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the
19 Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction
20 has control over permitting decisions. This difficulty will be exacerbated in areas where one
21 jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In
22 order to minimize such difficulties, TAVARES and the COUNTY agree as follows:

- 23
24 a. **Development Applications.** For any application for development which is received by
25 COUNTY for land within the TAVARES ISBA, designated area on **Exhibit A**, or any
26 application for development received by TAVARES for land within TAVARES limits
27 and within five hundred feet (500') of land that is located in the unincorporated area,
28 TAVARES or COUNTY, as the case may be, will immediately provide a copy of the
29 development application to the other. TAVARES and COUNTY shall work together to
30 minimize any conflicts in regulations and to make the permitting process as efficient as
31 can be. TAVARES and COUNTY shall work together to encourage all new development
32 in the unincorporated area of the ISBA to utilize central utilities when it is financially and
33 technologically feasible.
- 34
35 b. **Land Development Regulations.** TAVARES and the COUNTY shall work together to
36 compare their respective Land Development Regulations, and where there are
37 inconsistent regulations; work towards eliminating such inconsistency, to the extent
38 possible. When regulations are inconsistent, TAVARES and the COUNTY shall strive to
39 jointly amend the regulations with a goal to eliminate unnecessary conflict. TAVARES
40 and the COUNTY recognize there may be regulations that a party cannot amend for
41 purposes of consistency due to factors beyond the party's control, for example,
42 consumptive use permit requirements. It is estimated that this process shall take up to
43 thirty-six (36) months, at which time elected representatives from TAVARES and the
44 COUNTY shall meet to review the progress that has been made.
45

1 c. **Comprehensive Plans.** TAVARES and the COUNTY acknowledge that TAVARES'
2 Comprehensive Plans will have to be updated as annexations occur, and that the
3 COUNTY Comprehensive Plan may need to be amended to accommodate future growth
4 plans of TAVARES within their designated areas. TAVARES and the COUNTY agree
5 to work together to jointly plan the designated areas to avoid incompatibility between
6 uses in TAVARES and COUNTY.
7

8 5. **SOLID WASTE.** The COUNTY agrees that any contract that it enters for the collection of waste
9 will be able to be utilized by TAVARES at their option, and will coordinate and communicate with
10 TAVARES on solid waste disposal opportunities which may exist after 2014.
11

12 6. **FIRE HYDRANTS.** TAVARES agrees that any time a potable water line is extended into or
13 through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended
14 distances, based on TAVARES' standards and approval, for fire hydrant spacing at COUNTY's
15 election and expense. TAVARES agrees that COUNTY shall have the right to have fire hydrants
16 installed on any City water line located in the unincorporated area at COUNTY expense and as
17 approved by TAVARES. TAVARES agrees that the COUNTY Fire Department shall have the right
18 to use any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify
19 TAVARES anytime such a hydrant is used along with an estimate of how much water was used.
20 Notification shall be in writing to the City Administrator and provided within seven (7) calendar days
21 of the COUNTY's use.
22

23 7. **SHARING OF EQUIPMENT AND RESOURCES.** TAVARES and the COUNTY each own and
24 operate equipment and resources that might be of use to the other. The goal of this paragraph is to
25 minimize duplication of resources by allowing one party to this agreement to utilize the resources of
26 another party in an effort to avoid duplication. TAVARES and the COUNTY agree to allow the other
27 party to utilize resources and equipment owned by the other so long as such equipment and resource
28 is available and so long as the using party pays all costs involved with such use. It is recognized that
29 in order to utilize some types of equipment, staffing from the donating agency will also be required,
30 and in such a case, the agency using such resource or equipment shall also be responsible to pay any
31 staff costs.
32

33 8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing
34 system. Such system is in use in the unincorporated area of Lake County and in some municipal
35 areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not
36 in compliance with the COUNTY numbering system. However, universal use of the COUNTY
37 addressing system will enhance emergency response for all citizens of Lake County. TAVARES and
38 the COUNTY agree that any new address issued by TAVARES or COUNTY (including any
39 readdressing that may occur) will be issued in accordance with the County E 911 addressing system
40 and rules. TAVARES agrees that from the Effective Date of this agreement, all new addresses issued
41 to their residents, shall meet the COUNTY's addressing standards. TAVARES shall utilize the
42 process set forth in Exhibit B, attached hereto and incorporated herein by reference.
43

1 9. FIRE AND RESCUE SERVICES.

2
3 a. COUNTY and TAVARES agree to automatically respond to assist the other for all types
4 of emergencies including fire, medical emergencies, rescue, hazardous material,
5 extrication, and natural and accidental disasters within the ISBA area, as well as in
6 adjacent areas pursuant to Section (d) below. The provisions of this agreement do not
7 apply to non-emergency calls, as defined in vii. below.

8
9 i. The parties agree to provide such assistance on an automatic aid basis utilizing
10 the available units nearest to the incident.

11
12 ii. This agreement is not intended and shall not be construed to in any way deprive
13 COUNTY or TAVARES of any jurisdictional powers that such entity may have,
14 nor is it the intention of the parties to combine their individual departments into a
15 single department or district providing the services encompassed by this
16 agreement.

17
18 iii. For purpose of this agreement, automatic aid shall be defined as the immediate
19 response of emergency personnel closest to the scene, regardless of whether such
20 personnel are from the jurisdiction where the incident is located. The automatic
21 aid shall be based on a predefined process agreed to pursuant to vii. below that
22 results in the immediate response of emergency personnel to the scene of an
23 emergency. COUNTY and TAVARES shall mutually agree on the level of
24 response that different types of incidents will require, and units will be
25 dispatched accordingly. All units of COUNTY and TAVARES shall be available
26 to be dispatched, unless involved in another call, if such response is required
27 based on the necessary level of response that is required.

28
29 iv. During the term of this agreement, COUNTY and TAVARES agree that they
30 will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter
31 "LEMS") (or any successor entity approved both by COUNTY and TAVARES)
32 for dispatching of fire and emergency medical services.

33
34 v. During the term of this agreement, COUNTY and TAVARES agree that they
35 will install and maintain Automatic Vehicular Locator Systems (hereinafter
36 "AVL") on all emergency response vehicles in their fleets that are located in or
37 near the ISBA area; such Automatic Vehicular Locator Systems shall be
38 compatible with computer and radio systems maintained by LEMS. COUNTY
39 agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for
40 any TAVARES response vehicle that does not currently have one; TAVARES
41 will be responsible to purchase such units for vehicles placed in service after the
42 effective date. TAVARES and COUNTY will be responsible for maintenance
43 and operating charges for AVL's on their own vehicles.

44
45 vi. While providing automatic response, an entity that is responding outside its
46 jurisdiction shall be subject to the orders and directions of the officer in charge of
47 the operations. If an officer for the jurisdiction in which the incident is located is

1 not available at the scene, the highest-ranking officer from the responding party
2 will control the scene until its termination or an officer from the jurisdiction in
3 which the incident has occurred arrives and scene control is properly transferred.
4 COUNTY and TAVARES shall utilize National Fire Protection Standards and
5 National Incident Management System (NIMS) standards to ensure that the
6 Incident Command System, the Personnel Accountability System and other
7 standards are adhered to.
8

9 vii. The Chiefs of the fire departments and the Executive Director of LEMS or their
10 designees, will meet and draft, and may thereafter revise, a written plan for the
11 procedures and operations necessary to effectively implement this agreement.
12 The written plan shall include a definition of non-emergency calls and shall
13 include the process described in iii., above. Should a disagreement arise between
14 such Chiefs and/or Executive Director, the matter shall be referred to the
15 Managers for COUNTY and TAVARES for resolution. Any dispute or
16 disagreement that cannot be resolved at this level shall be resolved utilizing the
17 dispute resolution process of this ISBA Agreement.
18

19 viii. Nothing in this agreement shall prohibit COUNTY or TAVARES from sending
20 additional resources to an incident located within their respective jurisdiction,
21 even if such resources are not required by the plan for procedures and operations
22 approved by the fire chiefs of COUNTY and TAVARES.
23

24 ix. COUNTY and TAVARES agree that they will not locate or establish a new fire
25 station that is located in the jurisdiction of the other or close a fire station within
26 the ISBA area without the written permission of the other party
27

28 x. Nothing in this agreement shall affect any other mutual aid agreements that are or
29 may be in existence between COUNTY and TAVARES or any other
30 governmental unit for areas not included within this agreement.
31

32 b. It is the intent of this agreement to allocate the costs of an agency responding to an event
33 in the other's jurisdiction through a method whereby compensation is set based upon the
34 type of call. At the end of each quarter, the number of calls that COUNTY and
35 TAVARES respond to in the other's jurisdiction shall be reviewed, calculated and
36 compensation shall be paid as follows:
37

38 i. At the end of each quarter, calls responded to in the other agency's jurisdiction
39 shall be determined, utilizing call data maintained by the dispatch agency. Only
40 calls where the dispatcher dispatched a unit based on the predefined process
41 described above shall be counted. As indicated earlier, COUNTY or TAVARES
42 have the right to send units to a call without being dispatched; however, in such a
43 case, such call shall not be calculated for purposes of compensation. For
44 purposes of this provision, "self-dispatched" calls shall be defined, based on
45 dispatch records, as calls wherein the dispatcher did not call the unit to the scene.
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ii. Determination of compensable calls. The following rules shall be used to determine how to determine the number of compensable calls:

1. For purposes of medical calls, each vehicle that is dispatched shall be considered a separate call.
2. For purposes of fire calls, each call for service to an incident shall be considered one call, regardless of the number of vehicles that are dispatched.
3. Calls that are dispatched for non-emergency purposes shall not be counted as a response by COUNTY or TAVARES for purposes of this agreement and neither agency shall be required to respond to such non-emergency call, although they may respond if they wish.
4. Calls that are self-dispatched meaning responses that are to an incident where the dispatcher did not call that unit shall not be counted as a response for purposes of this agreement.
5. Calls that are dispatched due to an automobile accident shall be counted as a medical call incident.
6. Additional rules and compensation amounts regarding specific types of calls may be applied if approved in writing by the City Administrator of TAVARES and County Manager of COUNTY.

iii. At the end of each quarter, the number of calls for the prior quarter shall be reviewed to determine if either COUNTY or TAVARES responded to more calls outside their jurisdiction than were responded to inside their jurisdiction. For this purpose, separate calculations shall be made for emergency medical response and fire response. A call which is made by the dispatcher, but subsequently cancelled shall be calculated as half (1/2) of a call. For each category of calls, the number of calls that one party responded to that exceeds the number of calls the other party responded to shall be the "net number of calls". Only the net number of calls shall be compensable. By way of illustration, in a quarter if TAVARES were to answer fifty (50) calls in COUNTY's jurisdiction, and COUNTY were to answer forty-five (45) calls in TAVARES' jurisdiction, the net five (5) calls would be compensable from COUNTY to TAVARES.

iv. Net calls shall be compensated in the following amounts:

1. Medical Call: \$100 per call.
2. Fire Call: \$500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor TAVARES shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their own negligence and the negligence of their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

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1. The effective date for the automatic aid portion of this agreement shall be July 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
 2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and TAVARES. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after June 30, 2018, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and TAVARES shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and TAVARES for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
- d. Response to COUNTY Owned Facilities located in the City of TAVARES. COUNTY maintains a large number of facilities within the City of TAVARES, particularly in the downtown area, including the County Jail and Lake County Courthouse. In order to avoid the citizens of TAVARES from shouldering the entire cost of emergency response to these facilities, when the City Fire Department is dispatched to a COUNTY owned facility located within the city limits, such call shall be treated as if it were in the unincorporated area and be eligible for reimbursement on the same basis as other emergency calls. For purposes of this paragraph, COUNTY right of way shall not be considered as a COUNTY Facility, and this paragraph does not apply to automobile accidents. The compensation required by this paragraph shall be in lieu of any current or future special assessment for fire or emergency purposes imposed by TAVARES on COUNTY owned facilities.
- e. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the TAVARES ISBA area. These include Leesburg, Mt. Dora, and Eustis. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to TAVARES and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by TAVARES and COUNTY.
- f. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to TAVARES and COUNTY. TAVARES and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the COUNTY Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should

1 the managers be unable to resolve such objection, payment shall be made for the portion
2 of the report that is not in dispute, and the parties shall select a Certified Professional
3 Accounting Firm which shall conduct a review and render a decision on the dispute. The
4 decision of the Certified Public Accounting Firm shall be final and binding on all parties
5 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by
6 COUNTY and TAVARES.
7

8 g. Any payments that are due to another party to this agreement shall be made within
9 twenty-five (25) days after the delivery of the report described in Section (e) above,
10 unless an objection is filed. In such a case, the undisputed portions of the report shall be
11 paid and the balance shall be due within fifteen (15) days after resolution of the dispute.
12

13 10. **JOINDER.** Joinder in this agreement by Astatula, Mt. Dora and Leesburg is only for the
14 purpose of approving the boundary of the Tavares ISBA, and to authorize a possible future
15 automatic aid agreement that is region wide, as provided herein. Astatula, Mt. Dora and
16 Leesburg agree neither shall be permitted to annex any area in the Tavares ISBA. Nothing herein
17 shall preclude Tavares from entering into separate interlocal service boundary agreements with
18 Astatula, Mt. Dora and Leesburg governing issues between them not dealt with in this
19 Agreement.

20 11. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years
21 from the effective date of this Agreement. This Agreement shall be effective upon final adoption
22 of an Ordinance adopting this Agreement enacted by TAVARES and COUNTY. The Effective
23 Date shall be the date of final adoption by the last party.

24 12. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the
25 Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the
26 twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.

27 13. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this
28 Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term
29 of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least
30 eighteen (18) months prior to the termination date.

31 14. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party
32 without cause, prior to its expiration, unless an amendment to the Agreement is approved by all
33 Parties in writing.

34 15. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties
35 agree to resolve the dispute consistent with the conflict resolution procedures established in
36 Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days
37 following the conclusion of the procedures established in chapter 164, a party may file an action
38 in circuit court.

39 16. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or
40 gives under this Agreement must be in writing and shall be given only by hand delivery for which
41 a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices
42 shall be delivered or mailed to the addresses and parties set forth below or as any Party may
43 otherwise designate in writing.
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City of Tavares: City Administrator
Post Office Box 1068
Tavares, Florida 32778

cc: City Attorney
Post Office Box 1068
Tavares, Florida 32778

Lake County: County Manager
P. O. Box 7800
Tavares, Florida 32778

cc: County Attorney
P.O. Box 7800
Tavares, Florida 32778

City of Leesburg: City Manager
Post Office Box 490630
Leesburg, Florida 34749

cc: City Attorney
Post Office Box 490630
Leesburg, Florida 34749

City of Mt. Dora: City Manager
510 North Baker Street
Mt. Dora, Florida 32757

cc: City Attorney
510 North Baker Street
Mt. Dora, Florida 32757

Town of Astatula: Town of Astatula
Post Office Box 609
Astatula, Florida 34705-0609

cc: Town Attorney
Post Office Box 609
Astatula, Florida 34705-0609

17. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

- 1 18. **AUTHORITY.** The Parties each represent and warrant to the other its respective
2 authority to enter into this Agreement, acknowledge the validity and enforceability of this
3 Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a
4 legal, valid and binding contract enforceable by the Parties in accordance with its terms and
5 conditions, and that the enforceability is not subject to any impairment by the applicability of any
6 public policy or police powers.
7
- 8 19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the
9 Parties with respect to the subject matters addressed herein, and all prior agreements,
10 understandings, representations and statements, oral or written, are superseded by this
11 Agreement.
12
- 13 20. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida
14 shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only
15 be in the Circuit Court of Lake County, Florida.
16
- 17 21. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable,
18 then to the extent it is possible to do so without destroying the overall intent and effect of this
19 Agreement, the portion deemed invalid or unenforceable shall be severed here from and the
20 remainder of this Agreement shall continue in full force and effect as if it were enacted without
21 including the portion found to be invalid or unenforceable.
22
- 23 22. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida*
24 *Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort
25 to amend their respective intergovernmental coordination elements of their comprehensive plan
26 as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance
27 with this Agreement as well as to address areas of economic development, which may include
28 employment centers, industrial, commercial, and multi-family uses. Consistent with
29 §171.203(11), *Florida Statutes*, and within the time frame established above, TAVARES shall
30 make a good faith effort to adopt a municipal service area as an amendment to its comprehensive
31 plan to address future possible municipal annexation.
32
- 33 23. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree
34 that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).
35
- 36 24. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, TAVARES
37 shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.
38
- 39 25. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall
40 adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.
41
- 42 26. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of
43 the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.
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Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.

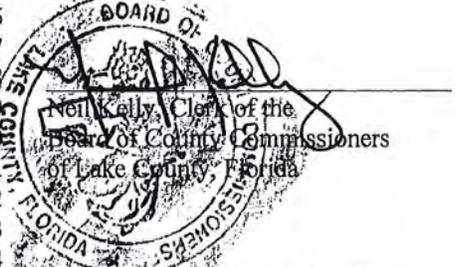
**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**



Jimmy Conner, Chairman

This 3rd day of April, 2015.

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

1 Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.
2
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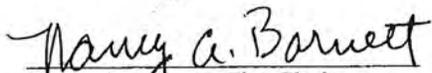
5 **CITY OF TAVARES, FLORIDA**



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11 Kirby Smith, Mayor

12 This 16th day of April, 2015.

13
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15 ATTEST:

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17 
18 Nancy A. Barnett, City Clerk

19
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22
23 Approved as to form and legality:

24 
25 Robert Q. Williams, City Attorney
26
27
28
29

EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY

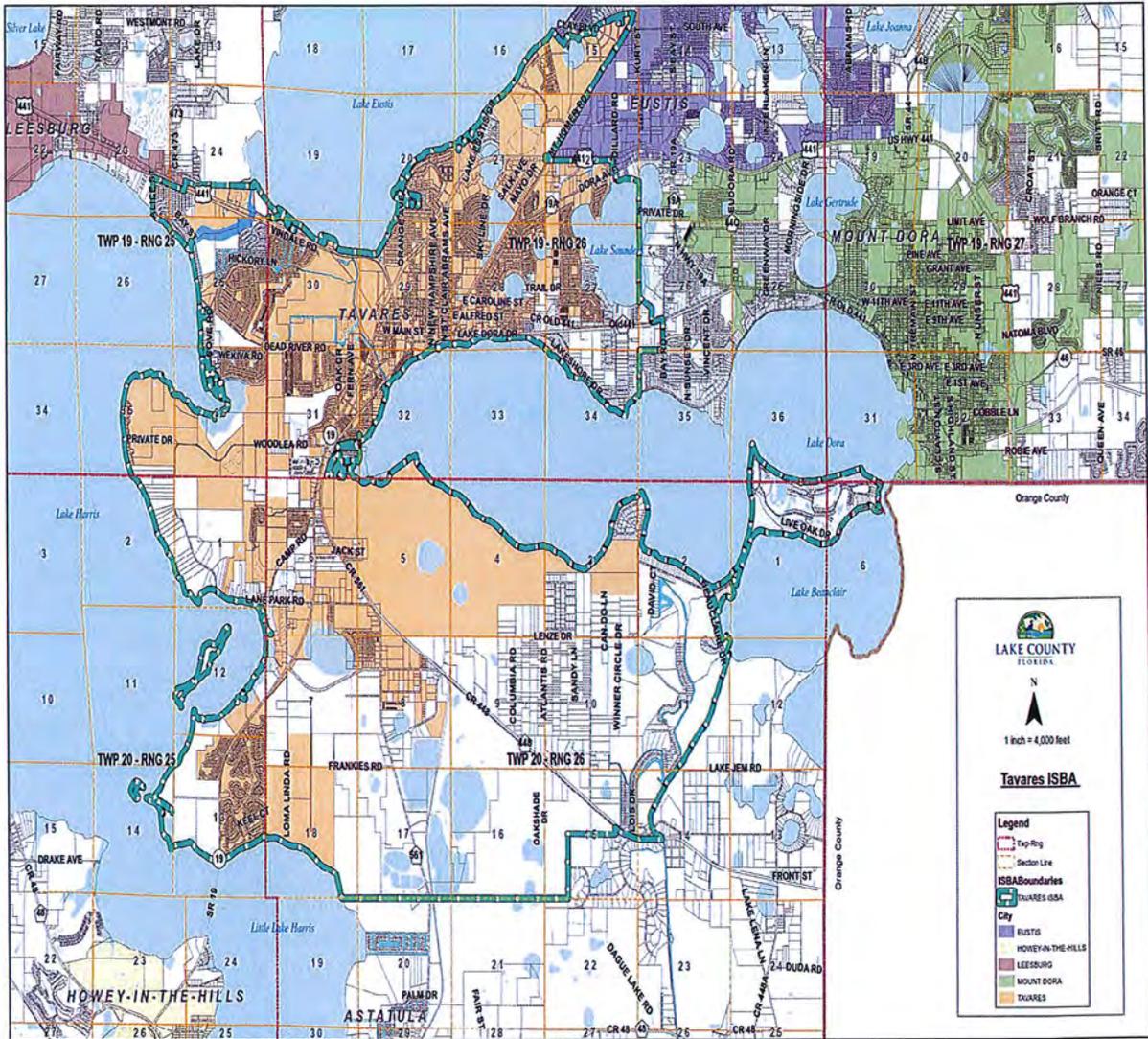


EXHIBIT B: ADDRESSING STANDARDS

(Page 1 of 2)

Tavares Addressing Obligations

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Tavares, and Tavares will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Tavares addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

EXHIBIT B: ADDRESSING STANDARDS

(Page 2 of 2)

County Addressing Obligations

A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;

B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;

C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and

D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.

E. County properties annexing into Tavares may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 1, 2015**

AGENDA TAB NO. 5

TRANSMITTAL HEARING

**SUBJECT TITLE: Ordinance 2015-13
Large Scale FLUM Amendment - Old 441-Charlie Johnson Builders**

OBJECTIVE:

To consider a Future Land Use Map amendment from County Urban High to City Low Density Residential for 46.80 acres of property located on the south side of Old U.S. HWY 441, east of David Walker Drive.

SUMMARY:

The subject property is located on the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 46.80 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development. The City of Tavares is also concurrently amending the Intergovernmental Coordination Element of our Comprehensive Plan to adopt by reference this Interlocal Agreement.

Ordinance 2015-13 proposes a large scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan from County Urban High to City Low Density Residential.

The subject property (Parcel Alternate Key Numbers 1502659, 1502641 and 1517818) is surrounded on three sides by existing single family subdivision developments. The property is currently being used as an orange grove. An application to annex and rezone this property to a residential designation is concurrently under consideration.

Future Land Use Amendment

The city is required to place a future land use designation on annexed property. The subject property is currently designated County Urban High (4-12 DU/Acre). A City Low Density Residential designation (5.6 DU/Acre) is most compatible with surrounding property and the existing County Future Land Use.

Compatibility

Lands surrounding this property are all residential in nature.

Site Conditions

The property is currently being used as an orange grove. There have been no environmental concerns identified. The developed homes will be required to connect to city water and wastewater utilities. All applicable environmental assessments and permitting must be in place before the subdivision construction is approved.

Impact on City Services

The subject property is located in the City's Utility Service Boundary Area. As a condition for annexation and prior to the issuance of any development permits, municipal water and sewer services must be extended to the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A Low Density Residential Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

OPTIONS:

1. That City Council moves to approve transmittal of Ordinance 2015-13, a Large Scale Comprehensive Plan Amendment to the State Department of Economic Opportunity for review.
2. That City Council moves to deny the proposed Large Scale Comprehensive Plan Amendment.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board, in its capacity as the Local Planning Agency, voted unanimously to recommend that City Council moves to approve Ordinance 2015-13.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve transmittal of Ordinance 2015-13, a Large Scale Comprehensive Plan Amendment, to the State Department of Economic Opportunity for review.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This ordinance has been reviewed by the City Attorney and approved for legal sufficiency.

ORDINANCE 2015-13

1
2
3 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE
4 TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020,
5 PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON
6 APPROXIMATELY 46.80 ACRES OF VACANT PROPERTIES FROM COUNTY
7 URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-
8 CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE
9 OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING
10 FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL;
11 AND PROVIDING FOR AN EFFECTIVE DATE.
12

13 WHEREAS, the owners of the properties described in Exhibit "A" have voluntarily
14 petitioned to annex into the City of Tavares, and
15

16 WHEREAS, these properties are located within the Interlocal Service Boundary Area
17 attached as Exhibit "B" to this ordinance; and
18

19 WHEREAS, the City of Tavares may annex non-contiguous properties located within the
20 Interlocal Service Boundary Area under the terms and conditions of the Interlocal Service
21 Boundary Agreement executed between the City of Tavares and Lake County, and
22

23 WHEREAS, the owner of properties legally described in Exhibit "A" and as further
24 detailed in the Location Map attached hereto, is requesting an amendment to the Tavares
25 Comprehensive Plan Future Land Use Map 2020 to change the designation of said properties
26 from Lake County Urban High to City of Tavares Low Density Residential; and
27

28 WHEREAS, the City of Tavares has advertised as required by law for two public
29 hearings prior to adoption of this ordinance; and
30

31 WHEREAS, the City has held such public hearings and the records of the City provide
32 that the owners of the land affected have been notified as required by law; and
33

34 WHEREAS, a Low Density Residential Future Land Use designation is compatible with
35 surrounding future land use designations; and
36

37 WHEREAS, the City of Tavares Planning and Zoning Board, Local Planning Agency,
38 and City Council held duly noticed public hearings providing opportunity for individuals to hear
39 and to comment on issues regarding the adoption of the proposed map amendment; and

1 **WHEREAS**, the City Council has reviewed and considered all relevant evidence and
2 information and testimony presented by witnesses, the public, and City staff; and

3
4 **WHEREAS**, the City Council finds this amendment in compliance with Chapter 163,
5 Florida Statutes, and the City of Tavares Comprehensive Plan; and

6
7 **WHEREAS**, adoption of this amendment is in the best interest of the health, safety, and
8 general welfare of the citizens of Tavares;

9
10 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Tavares,
11 Florida as follows:

12
13 **Section 1. Future Land Use Amendment**

14 The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares,
15 Florida, is hereby amended to reflect a designation of Low Density on certain real properties as
16 legally described in **Exhibit "A"** and as shown on the Location Map attached hereto. All
17 provisions of the Comprehensive Plan shall hereby apply to said property.

18
19 **Section 2. Severability and Conflicts**

20 The provisions of this ordinance are severable and it is the intention of the City Council of
21 Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of
22 competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the
23 decision of such court shall not impair any remaining provisions of this ordinance.

24
25 **Section 3. Transmittal**

26 The City Administrator is hereby authorized and directed to transmit the adopted
27 Comprehensive Plan amendments to the Florida Department of Economic Opportunity, the East
28 Central Florida Regional Planning Council, the St. Johns River Water Management District, the
29 Department of Environmental Protection, the Florida Department of Transportation, and any
30 other governmental agency in the state of Florida that has filed a written request with the City
31 Council for a copy of the Comprehensive Plan within 10 working days of the adoption of this
32 Ordinance as specified in the State Land Planning Agency's procedural rules.

33
34 **Section 4. Effective Date**

35 The effective date of this plan amendment, if the amendment is not timely challenged,

1 shall be 31 days after the state land planning agency notifies the local government that the plan
2 amendment package is complete. If timely challenged, this amendment shall become effective
3 on the date the state land planning agency or the Administration Commission enters a final order
4 determining this adopted amendment to be in compliance. No development orders, development
5 permits, or land uses dependent on this amendment may be issued or commence before it has
6 become effective. If a final order of noncompliance is issued by the Administration Commission,
7 this amendment may nevertheless be made effective by adoption of a resolution affirming its
8 effective status, a copy of which resolution shall be sent to the state land planning agency.

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PASSED AND ADOPTED this _____ day of _____, 2015 by the City Council of
the City of Tavares, Florida.

Kirby Smith, Mayor
Tavares City Council

First Reading and Transmittal: _____

Second Reading & Final Adoption: _____

ATTEST:

Nancy A. Barnett, City Clerk

Approved as to form:

Robert Q. Williams, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

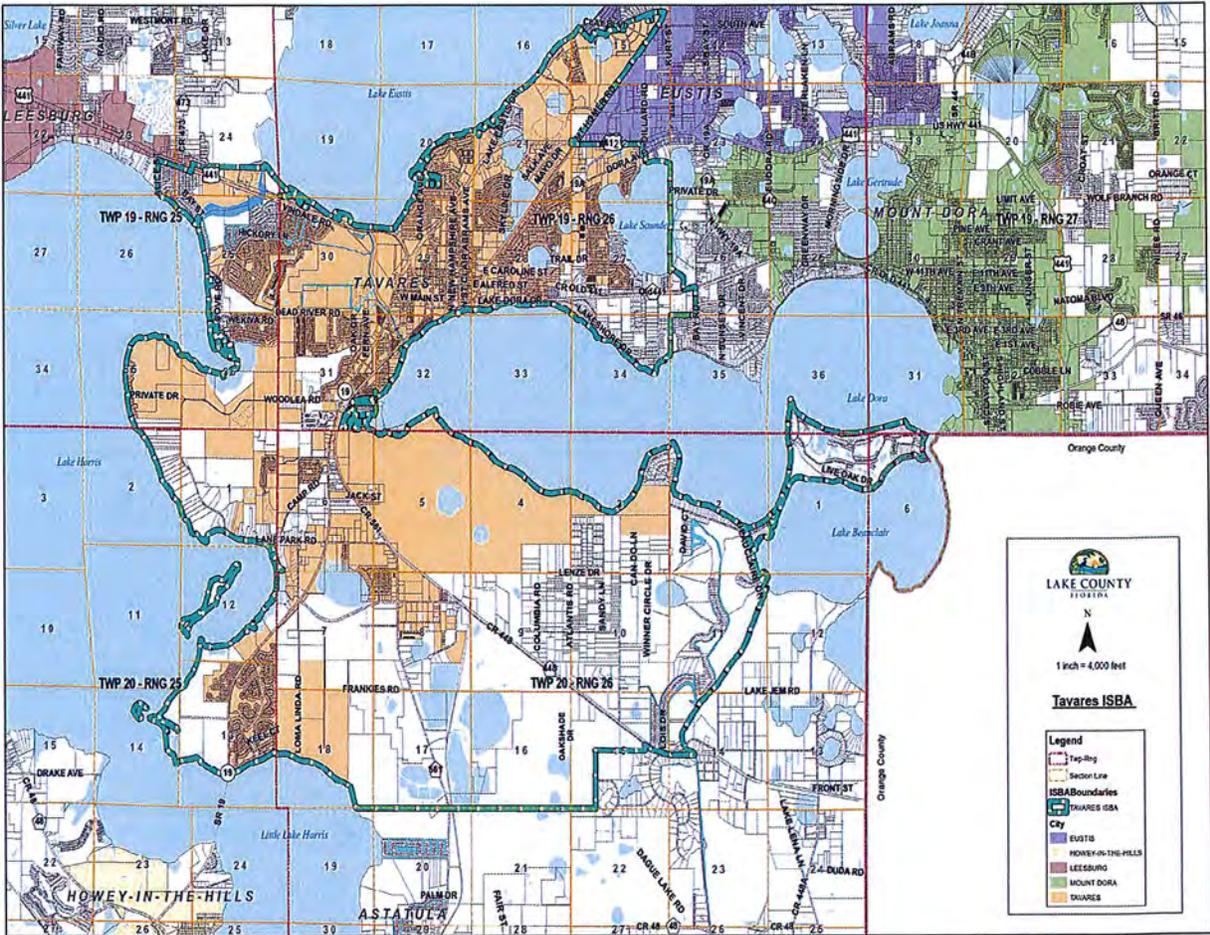
LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA (PARCEL A)

AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. (PARCEL B)

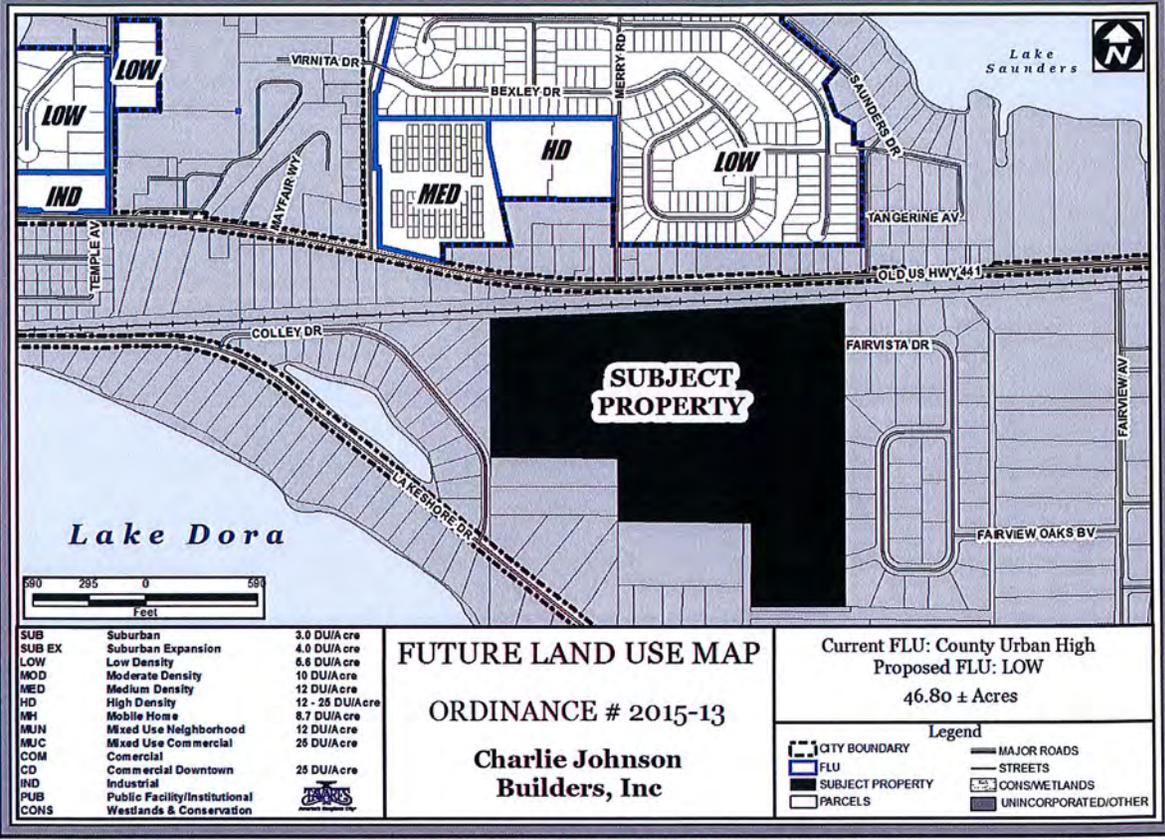
AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (PARCEL C)

EXHIBIT B UTILITY SERVICE BOUNDARY AREA

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CITY OF TAVARES ORDINANCE # 2015-13



SUB	Suburban	3.0 DU/Acre
SUB EX	Suburban Expansion	4.0 DU/Acre
LOW	Low Density	8.5 DU/Acre
MOD	Moderate Density	10 DU/Acre
MED	Medium Density	12 DU/Acre
HD	High Density	12 - 25 DU/Acre
MH	Mobile Home	8.7 DU/Acre
MJN	Mixed Use Neighborhood	12 DU/Acre
MJC	Mixed Use Commercial	25 DU/Acre
COM	Commercial	
CD	Commercial Downtown	25 DU/Acre
IND	Industrial	
PUB	Public Facility/Institutional	
CONS	Westlands & Conservation	

FUTURE LAND USE MAP
ORDINANCE # 2015-13
Charlie Johnson Builders, Inc

Current FLU: County Urban High
 Proposed FLU: LOW
 46.80 ± Acres

Legend

- CITY BOUNDARY
- FLU
- SUBJECT PROPERTY
- PARCELS
- MAJOR ROADS
- STREETS
- CONSWETLANDS
- UNINCORPORATED/OTHER

DRAFTED BY CITY OF TAVARES GIS | T:\p2\DATA\PROJECT FILES\Charlie Johnson Builders - Annex, Rez one, LSFLUM - P22015-16\GIS\GIS_Maps\Charlie_FLU_LS.mxd | MAP CREATED ON 5/20/15

CITY OF TAVARES - PROPERTY LOCATION MAP



PROPERTY LOCATION MAP



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 1, 2015**

AGENDA TAB NO: 6

**SUBJECT TITLE: Request for Reduction in Impact Fees
Cagan Management Group – Planned Subdivision at Huffstetler and
Ann Rou Road**

OBJECTIVE:

For City Council to re-consider an impact fee reduction request for an apartment complex development from Cagan Management Group.

SUMMARY

Staff received a request from Mr. Jeff Cagan of Cagan Management group (see attached letter to Mr. Drury dated May 20, 2015) for a reduction of impact fees from the currently applicable rate of \$4,406.01 per apartment unit to \$1,468.52 per unit, which was the applicable impact fee rate in 2013 at the time the Cagan Group had originally anticipated development, which was delayed due to unforeseen issues (please see attached impact fee abatement summary for additional background). This request was brought to Council at the June 17, 2015 meeting as agenda item X. Tab 2. At the conclusion of Mr. Cagan's presentation, he requested that council re-consider the request at a reduced number of apartment units from the full 516 units proposed for the project to the 240 units to be built in the initial phase of the project. Council voted and directed staff to re-calculate the impact fee request based on the reduced number of units.

The requested impact fee reduction on 240 units will result in the City receiving \$352,444 in impact fee revenue. This is \$704,997 less than the full impact fees of \$1,057,442.

- Water /Wastewater - \$864,036.19
- Fire - \$80,577.11
- Police - \$73,492.25
- Parks - \$39,336.86
- TOTAL: \$1,057,442.41

OPTIONS:

1. To approve the requested impact fee reduction.
2. To not approve the request.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to not approve the requested impact fee reduction.

FISCAL IMPACT:

- Water /Wastewater - \$864,036.19
- Fire - \$80,577.11
- Police - \$73,492.25
- Parks - \$39,336.86
- TOTAL: \$1,057,442.41

LEGAL SUFFICIENCY:

Legally sufficient.

From June 17, 2015
CC Meeting

IMPACT FEE ABATEMENT SUMMARY

Early in 2013 the subject property was reviewed as a potential multi-family project. Cagan Management has a history of constructing, owning and operating successful projects in the Golden Triangle area.

Due diligence was performed and a complete site evaluation was conducted. The project site was selected based upon a number of positive factors, including the City Waiver of Impact Fees that was in effect at that time. A Contract was entered into in May 2013 to purchase the property.

The "closing process" was begun immediately and difficulties were encountered. The difficulties included marketable title issues, obstacles created by the Seller including future development issues.

The required rezoning of the property was pursued including preliminary meetings with City Staff and the submittal of applications and supporting information. The second reading of the rezoning petition was heard by the City Council on October 15, 2014. Resistance from the Seller continued to be encountered including a request that the City table the rezoning petition to allow further discussion between the Seller and Cagan regarding future development of the Seller's remaining property. This request was denied by the City and the rezoning was approved as requested.

Although the obstacles were seemingly impossible to solve, Cagan Management remained committed to developing in the City based upon an unmet need for multi-family residential apartments. The matters were eventually cured and the purchase proceeded to closing. As part of the remedy of the matters encountered, an additional 20 acres of land was included in the purchase from the Seller. The total property purchased was 43+ acres and the additional land was petitioned for rezoning to the RMF-3 district, which allow for medium density residential at 12 dwelling units per acre. The rezoning was subsequently approved by the City. The total project is now planned for 516 apartment units.

Based upon these circumstances, and primarily due to the delays encountered that prevented development of the project plans and subsequent permitting for construction, a request has been submitted to honor the collection of impact fees based on rates that were in place in the fall of 2013.



responsive. proactive. experienced.

www.cagan.com

May 20, 2015

Mr. John Drury
City Manager
201 E. Main Street
Tavares, FL 32778

VIA ELECTRONIC MAIL

RE: Ann Rou Road/Huffstetler Drive – Impact Fee Abatement

Dear John,

As you are aware our firm is in the process of developing the first phase of a 516-unit apartment complex at the intersection of Huffstetler and Ann Rou Road. The first phase is scheduled to be 240-units with a planned occupancy of the fall of 2016.

Our firm has been operating in Lake County since the mid-1990's with the development of Cagan Crossings in Clermont and Bristol Lakes in Mount Dora. With our knowledge and operating experience in the area and preference for the County we identified a need for additional housing units in 2012 and began a search for a suitable site.

In early 2013 we were introduced to the site at Huffstetler and Ann Rou Road, which peaked our interest as we were familiar with the area due to Bristol Lakes in Mount Dora. As we began the site evaluation process of the various sites that we identified during our search we eventually agreed to the Tavares site primarily due to the waiver of impact fees. We then entered into a contract to acquire the site in May of 2013 with an expectation to close and break ground soon thereafter. At the time the contract was entered into there were zero impact fees.

As we began the 'closing process' we soon experienced various difficult and unexpected hurdles that were beyond our immediate control that greatly delayed the closing and our ability to pull permits. The complications surrounded the desired use and the seller's ability to provide marketable title. While these obstacles seemed impossible to solve we remained committed to the site and the City and endeavored on what concluded to be a two year process to cure and close the site.

With the matters cured we executed the closing and commenced the final design process to begin construction. While the matters were cured the correction period exceeded anyone's

Illinois 3856 Oakton Street Skokie, IL 60076 ph: 847.679.5512 f: 847.679.5516

Florida 16554 Cagan Crossings Blvd Clermont, FL 34714 ph: 352.242.2444





responsive. proactive. experienced.

www.cagan.com

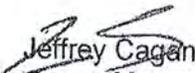
expectation and during this period of time that was beyond our control the impact fee waivers were rescinded, which is one of the primary reasons we initially chose the site in 2013.

Presently, the impact fees are \$4,406.01 per unit, while they were \$1,468.52 per unit at that time we anticipated pulling the necessary permits in the fall of 2013. We are requesting the City's consideration in honoring the impact fees in the fall of 2013 of \$1,468.52 per unit for both phases of the project for up to a two year period as we were unable to acquire the necessary permits in 2013 due to matters beyond our control. With full impact fees the feasibility of the project may be called into question.

We were drawn to the site initially due to the lower impact fees and we believe that there is an immediate need for this housing due to the City's aggressive expansion for new employers in the area as they evaluate the availability of housing for their workers. Additionally, during our market research we learned that many workers are leaving the City for housing needs and this would provide them an opportunity to live and work within the City which will provide for additional spending at local businesses and attract new retailers due to the additional rooftops.

We appreciate the City's consideration on this matter.

Sincerely,


Jeffrey Cagan
Cagan Management Group

Illinois 3856 Oakton Street Skokie, IL 60076 ph: 847.679.5512 f: 847.679.5516

Florida 16554 Cagan Crossings Blvd Clermont, FL 34714 ph: 352.242.2444



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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 1, 2015**

AGENDA TAB NO. 7

SUBJECT TITLE: Work Authorization for Parsons Brinckeroff to Conduct a Utility Master Plan for 441 Corridor

OBJECTIVE: To Approve a Work Authorization for Parsons Brinckeroff to conduct Utility Master Plan Study of the 441 Corridor from Dead River to the Leesburg City Limit line in the amount of \$49,000

SUMMARY:

The City and Lake County Government recently entered into an Interlocal Services Boundary Agreement (ISBA) that provides the city's future boundaries. Staff is beginning the process of planning for utility service to those future boundaries.

The City had issued a Request for Proposals for Consultant's in 2014 for various disciplines from which a library of professional firms was created to perform services for the City. The City's Procurement Manager takes requests from staff and identifies a qualified professional from that library, for staff who then negotiates a Scope of Work, Time line, and Fee to conduct the work. Parson Brinckeroff was selected by the procurement manager and city staff negotiated a scope of work and fee to conduct a Utility Study from Dead River to the Leesburg Line. This area also includes a development at the boundary lines and along Dead River Road (see attached map).

A Master Plan Study includes necessary data and hydraulics criteria, calculates potential water and wastewater flow estimates and provides a conceptual water and wastewater system improvements/upgrades plan. This information is pertinent to the City's existing capacity for the wastewater treatment plant, water demand and Consumptive Use Permit(CUP) with St John's River Water Management District(SJRWMD). It also provides a road map to serve the ultimate city boundary with utility infrastructure.

OPTIONS:

1. Approve this Work Authorization for the Parson Brinckeroff in the amount of \$49,000
2. Do Not Approve this Work Authorization for the Parson Brinckeroff in the amount of \$49,000

STAFF RECOMMENDATION:

1. Approve this Work Authorization for the Parson Brinckeroff in the amount of \$49,000

FISCAL IMPACT:

Funding Source: The funding is budgeted in this year's 14/15 budget under line item #441.3501.535.64-25 future projects ISBA Study with a balance of \$100,000

LEGAL SUFFICIENCY:

This summary meets Legally Sufficiency.

June 11, 2015

www.pbworld.com

Mr. Brad Hayes, Utilities Director
City of Tavares
Utilities Department
100 Captain Haynes Road
Tavares, FL 32778

RE: City of Tavares Water and Wastewater Service Area Expansion Study

Dear Mr. Hayes,

Parsons Brinckerhoff, Inc. (hereinafter referred to as PB) is pleased to submit this proposal to the City of Tavares, Florida (Client) for the services described below regarding the development of a Water and Wastewater Service Area Expansion Study (Project), located in Lake County, Florida.

PB agrees to perform the scope of services (Services) on a lump sum basis for an amount of Forty Nine Thousand Four Hundred Dollars (\$49,400). This proposal is valid for 90 days. The Services are detailed in attached Exhibit A and consist of:

1. Task 1 – Project management, coordination and meetings
2. Task 2 – Data collection and hydraulic criteria development
3. Task 3 – Water demand and wastewater flow estimates for expansion areas
4. Task 4 – Hydraulic evaluation
5. Task 5 – Conceptual water and wastewater system improvements
6. Task 6 – Project reporting

Invoices for interim payments shall be prepared by PB on PB's standard form and submitted monthly to the Client. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of Services rendered during the invoice period to the total of Services to be provided hereunder. Such invoices shall be paid to PB by the Client within thirty (30) days of presentation to the Client.

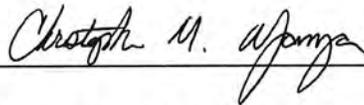
PB shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the services are to be performed.

PB's liability shall not exceed the fee that it receives for the services provided, and it shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of its performances of the Services.

Please acknowledge your acceptance of the terms of this agreement by signing two copies and returning one to Mr. Dale Helms, PE, at the address indicated on this letter, or by email to helms@pbworld.com. Unless directed otherwise, PB's receipt of a signed copy constitutes its Notice to Proceed.

Very truly yours,

Parsons Brinckerhoff, Inc.



Name: Christopher N. Yamaya
Title: Vice President

Acknowledged and Accepted:

Name: John Drury
Title: City Administrator

Attachment (Exhibit A – Proposed Services and Budget Estimate)

EXHIBIT A

Proposed Scope of Services and Budget Estimate

City of Tavares

Water and Wastewater Service Area Expansion Plan for the Interlocal Service Boundary Agreement Area and Other Nearby Areas

Parsons Brinckerhoff, Inc.

June 11, 2015

A. Introduction

The City of Tavares, Florida and Lake County, Florida have entered into an Interlocal Service Boundary Agreement (ISBA) to allow the City to incorporate certain areas of Lake County into the City's water and wastewater service area. At this time, the City of Tavares is considering the addition of two ISBAs into its current water and wastewater utility service area. The City is planning to perform preliminary evaluations to better understand and plan for improvements that may be required to the City's water and wastewater infrastructure in order to incorporate the ISBAs into the City's system.

Under its Continuing Professional Services solicitation (RFQ # 2012-0015) Consultant Library, the City of Tavares (Client) has requested the assistance of Parsons Brinckerhoff, Inc. (PB) to prepare a conceptual-level hydraulic evaluation for the potential future expansion of water and wastewater service to the ISBA Area #1. In addition, the study will also examine the potential infrastructure needed to expand water and wastewater service to several other nearby areas, which are within the Tavares city limits but are not currently provided service. Attached Figure 1 depicts the location of the ISBA Area #1, as well as the location of the other potential future service expansion areas within the City limits, which are the subject of this study.

PB will retain the services of subconsultant Hydro Solutions Consulting, LLC (HSC) to support this work. The proposed work under this assignment is planned to include data collection, confirmation of hydraulic design criteria and assumptions, estimation of water demand and wastewater flow projections, hydraulic analysis, conceptual recommendations for capital infrastructure improvements, estimated opinions of probable capital costs, and summary reporting.

Specific tasks included in the proposed services are described in detail below and shall be performed by PB and its subconsultant, HSC (the "PB Team"), upon authorization to proceed from the Client.

B. Scope of Services

TASK 1. PROJECT MANAGEMENT, COORDINATION AND MEETINGS

101. Project Management and Coordination

PB will provide overall management of the project including contract administration, budget management, invoicing, and monthly progress reports. PB will also coordinate with the Client's Project Manager, with Client staff, with subconsultants, and with other project stakeholders to manage and implement the performance of this project.

102. Project Meetings

As part of the implementation of this project, the PB Team will prepare for (including preparation of agendas) and attend two (2) formal project meetings as described below.

- One (1) project kickoff meeting with Client staff to review project objectives. As part of the kickoff meeting, the PB Team also will perform a site visit to the project study area, identify potential points of connection to existing infrastructure, and identify which existing facilities will provide treatment for the expanded service area.
- One (1) project workshop with Client staff to present the results of the project, including recommended conceptual infrastructure improvements, conceptual costs, and the draft summary report. Client input and review comments will be discussed at this workshop and will be addressed and incorporated in the final version of project deliverables.

It is assumed that both project meetings described above will be held in Tavares. The PB Team also will prepare summary minutes of each meeting for the Client's records.

TASK 1 Deliverables: Meeting agendas and summary meeting minutes.

TASK 2. DATA REVIEW AND HYDRAULIC CRITERIA

201. Data Collection and Review

The PB Team will prepare and submit to the Client a detailed data request regarding information necessary for completion of the scope of services. Such information may include but will not be limited to the following:

Water System Data

- Prior Client utility water master plan documents or reports.
- Existing water plant annual average production, permitted capacity and design capacity.
- Existing water use permits and water facility operational permits relevant to the study.
- Existing plans for expansion of water plant(s).
- Existing water distribution plans of neighborhoods (i.e., Sparks Village, Orange Blossom Estates, Rod & Reel Club, Riverwood Units, Venetian Park, Tropical Shore).

- Existing water customer billing data for past 12 months for the above neighborhoods.
- Topographic data.
- City of Tavares utility water standards (including hydraulic design standards).
- Existing actual and design pressures at connection points for system expansions.
- Existing water system hydraulic network model.
- Any proposed future developments in the area.
- Available planning documents for the ISBA areas.
- Population and water demand forecast estimates for 2035 and other available years.
- Available geographic information system (GIS) data files depicting existing water system infrastructure, service area boundaries, existing land use, and planned future land use.

Wastewater System Data

- Prior Client utility wastewater master plan documents or reports.
- Existing wastewater plant annual average influent and effluent flow, permitted capacity and design capacity.
- Existing wastewater facility operational permits relevant to the study.
- Existing plans for expansion of wastewater plant(s).
- Topographic data.
- City of Tavares utility wastewater standards (including hydraulic design standards).
- Existing pressures at connection points to force mains for system expansions.
- Existing wastewater system hydraulic network model.
- Existing lift station plans for station on US 441 and others in area.
- Any proposed future developments in the area.
- Population and wastewater flow forecast estimates for 2035 and other available years.
- Available GIS data files depicting existing wastewater collection system infrastructure.

The PB Team will review and compile the information collected from the Client to become familiar with the system infrastructure, existing conditions, and expected future conditions.

202. Hydraulic Design Criteria and Assumptions

Confirmation of desired system performance criteria will be critical to the identification of suitable conceptual infrastructure improvements. The PB Team will gather pertinent design information and review the Client's water and wastewater hydraulic system standards to establish/confirm criteria such as pipe size and material requirements, system pressure requirements, valve and hydrant locations and minimum spacing, and hydraulic peaking factors in order to recommend adequate infrastructure to provide water and wastewater services to the potential expansion areas. Design criteria will meet City's standards and other requirements. A summary of the hydraulic and system design criteria will be provided to the Client in digital format for confirmation and approval prior to proceeding with the remaining project tasks. The PB Team also will review and list permitting requirements to provide water and wastewater service to the potential expansion areas.

TASK 2 Deliverables: Written data request. Summary list in digital format of hydraulic and system design criteria and permitting requirements, for Client confirmation.

TASK 3. WATER DEMAND & WASTEWATER FLOW ESTIMATES FOR EXPANSION AREAS

301. Water Demand Projections

The PB Team will prepare estimates of existing and projected future water demand projections for the identified potential expansion areas shown in Figure 1. Existing water demand estimates are assumed representative of Year 2015 conditions, and projected future demands will be estimated for future planning Year 2035. The water demand estimates will be calculated based on observed unit water demands and peaking factors utilized in adjacent areas under relatively similar conditions. The water demand projections will include estimates of average daily flow values, along with estimates of maximum day plus fire flow. The PB Team will summarize the estimated expansion area existing 2015 and projected future 2035 water demands in a table, which will be submitted to the Client in digital format for review and confirmation.

302. Wastewater Flow Projections

The PB Team will review with the Client typical existing total and unit rates of wastewater flow, and wastewater flow-to-water demand ratios, observed within the Client's system for residential and commercial customers. Based on the results of this review, typical unit residential wastewater flow rates will be applied to the identified number of expected future residential wastewater customers to estimate projected future residential wastewater flow for the identified potential expansion areas. Projected future commercial wastewater flows will be estimated by the PB Team based on any future plans for commercial development in the area along with available existing run-time data from the main lift station on US 441. From this analysis, the PB Team will compile existing wastewater flow estimates (Year 2015) and projected future wastewater flow estimates for future planning Year 2035. The PB Team will summarize the estimated existing 2015 and projected future 2035 wastewater flows for the potential expansion areas in a table, which will be submitted to the Client in digital format for review and confirmation.

TASK 3 Deliverables: Summary table in digital format of existing (2015) and projected future (2035) water demand and wastewater flow estimates for the identified expansion service areas, for Client confirmation.

TASK 4. HYDRAULIC EVALUATION

The PB Team will perform basic hydraulic evaluations for expansions of the Client's water and wastewater infrastructure based on the expansion area water demand and wastewater flow estimates developed under Task 3 for the existing 2015 and future 2035 scenarios.

401. Existing Water Hydraulic Requirements

For the existing (2015) condition, the PB Team will develop a simplified hydraulic model to determine conceptual design-level sizing of water system piping required to expand the Client's water system service to the identified potential expansion areas. The PB Team will use Bentley WaterGEMS or similar software to develop this basic hydraulic network model. Modeling efforts performed under this task will be focused only on expansion infrastructure and do not include modeling of the Client's entire existing water system. The PB Team will rely upon Client input (from Task 201) for system characteristics at the point(s) of connection to the existing system. Additionally, it is beyond the scope of this study to address storage or pumping facilities that would be a function of a complete system analysis.

The hydraulic modeling analysis for the water system infrastructure will include scenarios for both average daily demand and maximum day plus fire flow demand conditions, as estimated and confirmed under Task 3. Additionally, the hydraulic analysis will be performed based on the confirmed hydraulic standards and design criteria established under Task 202. Under this task, the PB Team will utilize these standards/criteria and the basic hydraulic network model developed to identify conceptual water system infrastructure improvements required to deliver water to the potential expansion service areas under existing (2015) demand conditions.

402. Existing Wastewater Hydraulic Requirements

For the hydraulic analysis of wastewater requirements, the PB Team will review two methods for wastewater collection. The first method will be gravity collection, and the second method will be an unconventional method, such as low pressure or grinders. After considering both methods, the PB Team will facilitate a conference call discussion with the Client to review the findings and to discuss the advantages and disadvantages of each method. From this discussion, the Client will confirm which type of collection infrastructure should be assumed by the PB Team for completion of the remainder of this study.

For the existing (2015) condition, the PB Team will develop a simplified hydraulic model to determine conceptual design-level sizing of wastewater system piping required to expand the Client's wastewater collection system service to the identified potential expansion areas. The PB Team will use Bentley SewerGEMS or similar software to develop this basic hydraulic network model. Modeling efforts performed under this task will be focused only on expansion infrastructure and do not include modeling of the Client's entire existing wastewater system. The PB Team will rely upon Client input (from Task 201) for system characteristics at the point(s) of connection to the existing system. Additionally, it is beyond the scope of this study to address pumping or other facilities that would be a function of a complete system analysis.

The hydraulic modeling analysis for the wastewater system infrastructure will include scenarios for both average daily flow and peak hour flow conditions, as estimated and confirmed under Task 3. Additionally, the hydraulic analysis will be performed based on the confirmed hydraulic standards and design criteria established under Task 202. Under this task, the PB Team will utilize these standards/criteria and the basic hydraulic network model developed to identify

conceptual wastewater collection system infrastructure improvements required to collect wastewater flows within the expansion service area for transmission to the relevant wastewater treatment facility under existing (2015) flow conditions.

403. Future 2035 Water and Wastewater Hydraulic Requirements

The PB Team will develop future 2035 model scenarios for both the water and wastewater hydraulic network models. The 2035 model scenarios for the water system will include two different approaches for analysis—one with the existing system level of service, and a second approach with the infrastructure expected to provide fire protection to the residential areas that are currently unprotected. Both approaches will add new water demands and conceptual pipelines where needed, identify new connection points to the Client’s existing water system, provide two model scenarios (average daily demand and maximum day plus fire flow), and verify the model and adjust the recommended new conceptual infrastructure to accommodate the additional future demands.

Similarly, the PB Team will develop a future 2035 model scenario for providing wastewater service to the potential expansion areas under future flow conditions. Utilizing the selected method of wastewater collection as confirmed by the Client in Task 402, the PB Team will then create a conceptual layout for the required system expansion infrastructure (based on topography), identify connection points to the Client’s existing wastewater collection system, and verify the model and adjust the recommended infrastructure to accommodate the additional future wastewater flows.

TASK 4 Deliverables: Digital copies of water and wastewater model files and scenarios.

TASK 5. CONCEPTUAL WATER AND WASTEWATER IMPROVEMENTS

501. Recommended System Infrastructure Improvements

Based on the hydraulic analyses performed under Task 4, the PB Team will develop a list of recommended infrastructure components that may be required to meet the water and wastewater service needs of the identified expansion service areas. Separate lists will be provided for each of the existing (2015) and projected future (2035) conditions. Each infrastructure component will include location, diameter/size/capacity, and ancillary requirements such as electrical and instrumentation needs to provide complete operation.

Based on the limitations of this study, the recommended infrastructure improvements will only be determined at a conceptual level of design accuracy. Infrastructure sizing would need to be verified and finalized as part of a future preliminary and final engineering design effort. Furthermore, the conceptual infrastructure recommendations will be focused only on new facilities located between the existing system connection points and the identified expansion areas. Capital improvements that may be required for the Client’s overall water and wastewater systems (e.g., storage and pumping at treatment plant sites, transmission main upsizing, etc.) are outside of the scope of this study.

502. Conceptual Cost Analysis

Under this task, the PB Team will prepare a conceptual-level opinion of probable capital construction costs for each recommended infrastructure improvement component. Costs will be referenced to the Engineering News-Record (ENR) construction cost index (CCI) as stated in 2015 dollars. Conceptual costs will be developed based on the estimated size and number of recommended new infrastructure components, multiplied by typical unit costs determined by the PB Team. Suitable unit costs will be selected based on relevant industry references, which may include data from recent bid tabulations, data on recent similar water and wastewater system projects, or other published cost estimating documents, as deemed appropriate.

The PB Team will summarize the lists of existing and future recommended conceptual water and wastewater infrastructure components in tabular form, including the estimated conceptual costs. The table will include brief item descriptions and unit costs, along with any assumptions made in the development of unit costs. This information will be included in the final project report, described in Task 6 below.

TASK 6. SUMMARY REPORT

601. Draft Expansion Study Report

The PB Team will prepare a draft version of a water and wastewater system expansion study report summarizing the analyses and results of the project. The draft report will be submitted to the Client for review and comment prior to the project results review workshop described under Task 102. The PB Team will provide a digital (PDF) version and up to six (6) hard copies of the draft report. During the project results workshop (under Task 102), the PB Team will summarize the draft report and receive/discuss the Client's review comments.

602. Final Expansion Study Report

The PB Team will address and incorporate review comments received from the Client in an updated final version of the water and wastewater system expansion study report. The PB Team will provide the Client with a digital (PDF) version and up to six (6) hard copies of the final project report.

TASK 6 Deliverables: Digital copy and up to six (6) hard copies of the draft summary report.
Digital copy and up to six (6) hard copies of the final summary report.

C. Assumptions

The scope of services and estimated level of effort (budget estimate) outlined in this proposal are based on the following assumptions:

- All documents and data provided by the Client shall be provided in native digital format (e.g., MS Word or Excel) where available.

- The Client will provide the most recent, acceptable water and wastewater hydraulic models, in WaterGEMS and SewerGEMS software formats, respectively, including the latest available existing and future demand and flow data allocated to the appropriate demand nodes. The hydraulic models shall be in working condition (i.e., able to run with current version software without requiring modifications).
- The Client will provide previous master plans and any other recent reports with water demand and wastewater flow projections.
- The PB Team will base the conceptual infrastructure improvement recommendations on finalized (i.e., accepted by the Client) recent design of adjacent similar areas.
- The PB Team has assumed that the currently undeveloped lots within the potential expansion areas will be populated with similar patterns as the existing developed portions.
- The PB Team will review only those water and wastewater permits necessary to provide the recommended improvements to the identified expansion areas.

D. Services Not Included

The following services are not included in the scope of services for this project:

- Complex hydraulic analyses consisting of extended period simulations, dynamic simulations, or water quality simulations (including water age analysis).
- Development of detailed inventory/listing of equipment at Client's water and wastewater treatment facilities.
- Condition assessment of Client's pipelines or aboveground infrastructure.
- Services related to claims analysis or litigation support.
- Evaluation for potential inflow and infiltration issues associated with expansion areas.

E. Schedule

The scope of services outlined herein will be performed on a schedule mutually agreed between the Client and the PB Team. The schedule will be affected by the availability of information, results of meetings, and timeliness of feedback from the Client.

F. Budget Estimate

Compensation to PB for the scope of services provided will be based on a Lump Sum (firm fixed fee) method of payment. The amounts for labor and other reimbursable expenses summarized in Table 1 below and detailed in Attachment 1 are used to develop the lump sum fee of **Forty Nine Thousand Four Hundred Dollars (\$49,400)**.

Table 1. Estimated Task Budgets

Task	Description	Budget
1	Project Management, Coordination & Meetings	\$ 12,978
2	Data Review and Hydraulic Criteria	\$ 4,477
3	Water Demand and Wastewater Flow Estimates	\$ 2,536
4	Hydraulic Evaluation	\$ 16,633
5	Conceptual Water and Wastewater Improvements	\$3,323
6	Summary Report	\$ 9,453
TOTAL LUMP SUM		\$ 49,400

G. Subconsultant Participation

The PB Team for this project includes one subconsultant, HSC, who will perform the majority of the scope of services. A breakdown of the proposed budget for the subconsultant is included as Attachment 2.



bing™

Image courtesy of USGS Earthstar Geographics SIO © 2015 Microsoft Corporation © 2015 Nokia © AND

Figure 1 : Study Area

<ul style="list-style-type: none"> Project Study Area Parcels Within Tavares Parcels ISBA#1 Area 	<p>City Limits</p> <ul style="list-style-type: none"> LEESBURG TAVARES 		<p>0 500 1,000</p> <p> Feet</p> <p>1 inch = 1,000 feet</p>
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	<p>HYDRO SOLUTIONS CONSULTING</p>	<p>LLC</p>
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EXHIBIT A

Attachment 1

**City of Tavares - Water and Wastewater Service Area Expansion Study
Parsons Brinckerhoff, Inc. Proposal - Estimated Lump Sum Budget**

TABLE 1.1. PB LABOR BUDGET

Task #	Task Description	Task Labor Hours	Task Labor Cost	Personnel Classification, Contract Labor Rate (\$/hr), Person-Hours and Cost							
				P-14	P-13	P-12	P-11	P-10	P-10	P-08	P-09
				Senior Engineering Manager	Senior Supervising Engineer	Supervising Engineer	Lead Engineer	Project Engineer	Sr. Environ. Scientist	Engineer I	Project Accountant II
			\$	218.10	\$ 179.11	\$ 149.01	\$ 124.65	\$ 102.36	\$ 103.39	\$ 83.23	\$ 88.68
1	Project Management, Coordination & Meetings	12	\$ 1,968		10						2
2	Data Review and Hydraulic Criteria	-	\$ -								
3	Water Demand & Wastewater Flow Estimates	-	\$ -								
4	Hydraulic Evaluation	2	\$ 249				2				
5	Conceptual Water & Wastewater Improvements	2	\$ 358		2						
6	Summary Report	4	\$ 716		4						
	TOTAL LABOR HOURS	20			16		2				2
	TOTAL LABOR COST		\$ 3,291	\$ -	\$ 2,865	\$ -	\$ 249	\$ -	\$ -	\$ -	\$ 177

TABLE 1.2. PB DIRECT COST BUDGET

Task #	Task Description	Task Direct Cost	Direct Cost Categories, Unit Rates, Number Required or Estimated Budget Per Task							
			8.5x11 B&W Copy (each)	8.5x11 Color Copy (each)	11x17 B&W Copy (each)	11x17 Color Copy (each)	Courier Packages (at cost)	USPS Mailings (at cost)	Travel* (at cost)	Field Equipment (at cost)
			\$0.10	\$0.25	\$0.20	\$0.50				
1	Project Management, Coordination & Meetings	\$ 160					\$ 15	\$ 10	\$ 135	
2	Data Review and Hydraulic Criteria	\$ -								
3	Water Demand & Wastewater Flow Estimates	\$ -								
4	Hydraulic Evaluation	\$ -								
5	Conceptual Water & Wastewater Improvements	\$ -								
6	Summary Report	\$ 390		1,200		120	\$ 30			
	TOTAL NUMBER OF UNITS			1,200		120				
	TOTAL DIRECT COST	\$ 550	\$ -	\$ 300	\$ -	\$ 60	\$ 45	\$ 10	\$ 135	\$ -

* Travel associated with two meetings in Tavares.

TABLE 1.3. SUBCONSULTANT COST BUDGET

Task #	Task Description	Task Sub Cost	HSC
1	Project Management, Coordination & Meetings	\$ 10,850	\$ 10,850
2	Data Review and Hydraulic Criteria	\$ 4,477	\$ 4,477
3	Water Demand & Wastewater Flow Estimates	\$ 2,536	\$ 2,536
4	Hydraulic Evaluation	\$ 16,384	\$ 16,384
5	Conceptual Water & Wastewater Improvements	\$ 2,965	\$ 2,965
6	Summary Report	\$ 8,347	\$ 8,347
	TOTALS	\$ 45,559	\$ 45,559

TABLE 1.4. TOTAL ESTIMATED BUDGET SUMMARY

Task #	Task Description	Task Total Budget	PB Labor Cost	PB Direct Cost	Task Sub Cost
1	Project Management, Coordination & Meetings	\$ 12,978	\$ 1,968	\$ 160	\$ 10,850
2	Data Review and Hydraulic Criteria	\$ 4,477	\$ -	\$ -	\$ 4,477
3	Water Demand & Wastewater Flow Estimates	\$ 2,536	\$ -	\$ -	\$ 2,536
4	Hydraulic Evaluation	\$ 16,633	\$ 249	\$ -	\$ 16,384
5	Conceptual Water & Wastewater Improvements	\$ 3,323	\$ 358	\$ -	\$ 2,965
6	Summary Report	\$ 9,453	\$ 716	\$ 390	\$ 8,347
	TOTALS	\$ 49,400	\$ 3,291	\$ 550	\$ 45,559

EXHIBIT A

ATTACHMENT 2 - SUBCONSULTANT BUDGET



FEE ESTIMATE
 PARSONS BRINCKERHOFF
 CITY OF TAVARES, FLORIDA
 ISBA #1 PRELIMINARY DESIGN

Phase/Task	Task Description	Multiplier	HSC Staff							Total Hours By Task	Subconsultants	Total HSC & Subs By Task	Direct Costs	Grand Total
			Principal	Sr Prj Man	Fin Adm'n	Sr Tech	Prof II	Des/CADD Opr	Admin III					
		2.75	\$ 85.00	\$ 55.00	\$ 42.00	\$ 39.00	\$ 33.00	\$ 23.00						
			\$ 233.75	\$ 151.25	\$ 115.50	\$ 107.25	\$ 90.75	\$ 63.25						
Phase 100	Project Management		3	39	20	12	0	4	78					
Task 101	Project Management		0	24	14	0	0	0	38				\$ 5,247.00	
Task 102	Meetings		3	15	6	12	0	4	40				\$ 5,203.00	
Phase 200	Design Criteria		0	14	0	22	0	0	36				\$ 4,477.00	\$ 4,477.00
Task 201a	Data Collection and Review for Water Analysis		0	4	0	8	0	0	12				\$ 1,463.00	
Task 201b	Data Collection and Review for Wastewater Analysis		0	4	0	8	0	0	12				\$ 1,463.00	
Task 202	Design Criteria and Assumptions		0	6	0	6	0	0	12				\$ 1,551.00	
Phase 300	Capacity Requirements		0	4	0	18	0	0	22				\$ 2,535.50	\$ 2,535.50
Task 301	Water Service Demands		0	2	0	9	0	0	11				\$ 1,267.75	
Task 302	Wastewater Services Demands		0	2	0	9	0	0	11				\$ 1,267.75	
Phase 400	Hydraulic Evaluation		0	36	0	102	0	0	138				\$ 16,384.50	\$ 16,384.50
Task 401	Water Hydraulic Model		0	12	0	40	0	0	52				\$ 6,105.00	
Task 402	Wastewater Hydraulic Model		0	12	0	46	0	0	58				\$ 6,748.50	
Task 403	2035 Model Senario		0	12	0	16	0	0	28				\$ 3,531.00	
Phase 500	Water and Wastewater Improvements		2	8	0	12	0	0	22				\$ 2,964.50	\$ 2,964.50
Task 501	Water and Wastewater System Requirements		2	6	0	8	0	0	16				\$ 2,233.00	
Task 502	Water and Wastewater Improvements		0	2	0	4	0	0	6				\$ 731.50	
Phase 600	Preliminary Design Report		2	24	0	30	0	10	66				\$ 7,947.50	\$ 400.00
Task 601	Draft Master Plan Report		1	14	0	20	0	6	41				\$ 4,875.75	
Task 602	Final Master Plan Report		1	10	0	10	0	4	25				\$ 3,071.75	
Totals			7	125	20	196	0	14	362				\$ 44,759.00	\$ 800.00
Contingency														
Grand Total														\$ 45,559.00

**AGENDA SUMMARY
TAVARES CITY COUNCIL
July 1, 2015**

AGENDA TAB NO. 8

SUBJECT TITLE: Infrastructure Occupancy Interlocal Agreement with the City of Leesburg to grant license for cable to occupy City's Fiber structure.

OBJECTIVE:

To request authorization for the City Administrator to execute an interlocal agreement with the City of Leesburg to allow the City of Leesburg to occupy a City of Tavares Conduit Cable along W. Caroline Street for fiber optic connectivity to the Lake County Library System.

SUMMARY:

The Lake County Library System currently provides internet connectivity among member Libraries. As a member library of the Lake County Library System, the City of Tavares is connected to library system for internet service to Library patrons.

The Lake County Library System has entered into an agreement with the City of Leesburg to provide connectivity between their central offices and the various Branch and Member Libraries throughout the County.

The City of Tavares owns conduit Cable that is currently in the ground and not being used. The City of Leesburg has asked the City to allow them to place fiber optic cable within the City of Tavares conduit which will provide service to the Tavares Library as one part of the connection "hub" to member libraries.

The conduit is located along W. Caroline Street between Leesburg to New Hampshire Avenue. (Please see "Attachment A" for scope of work and work location.)

OPTIONS:

1. Move to authorize the City Administrator to execute an Infrastructure Occupancy Interlocal Agreement with the City of Leesburg.
2. Do not authorize the City Administrator to execute agreement with the City of Leesburg.

STAFF RECOMMENDATION:

Option 1: Move to authorize the City Administrator to execute an Infrastructure Occupancy Interlocal Agreement with the City of Leesburg.

FISCAL IMPACT: There are no costs associated with this agreement.

Funding Source: N/A

LEGAL SUFFICIENCY: Legally sufficient.

INFRASTRUCTURE OCCUPANCY AGREEMENT

This infrastructure occupancy agreement (the "Agreement") is entered into by and between **THE CITY OF LEESBURG, FLORIDA** ("Leesburg"), a municipal corporation organized under the laws of the State of Florida, and **THE CITY OF TAVARES, FLORIDA** ("Tavares"), a municipal corporation organized under the laws of the State of Florida, each referred to throughout this Agreement individually as a "Party" and severally as the "Parties".

WHEREAS pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, local governments can cooperate with each other in order to make the most efficient use of their powers and resources; and,

WHEREAS Tavares owns certain underground infrastructure ("Infrastructure") as described in Attachment A to this Agreement; and,

WHEREAS Leesburg wishes to place a fiber optic cable into Infrastructure; and,

WHEREAS Tavares is willing for Leesburg to place a fiber optic cable ("Cable") into Infrastructure; and,

WHEREAS each Party agrees to provide good and valuable consideration to the other as more fully stated below;

NOW THEREFORE the Parties agree as follows.

1. SCOPE OF AGREEMENT

- 1.1 Geographic Scope. This Agreement shall only address Infrastructure.
- 1.2 Relational Scope. This Agreement shall only address matters related to Tavares granting a nonexclusive license for Cable to occupy Infrastructure. The Parties' relationships on other matters are not addressed by this Agreement.

2. TERM OF AGREEMENT

- 2.1 Initial Term. This Agreement shall be effective upon execution by both Parties and shall continue in force for a period of ten (10) years ("Initial Term").
- 2.2 Extensions. The Parties may extend the term of this Agreement ("Extension") by means of one or more written amendments per the provisions of Section 19 of this Agreement.

3. CONSIDERATION

- 3.1 From Tavares to Leesburg.
 - 3.1.1 Tavares shall grant to Leesburg a nonexclusive license ("License"), subject to the provisions of this Agreement, for a single cable owned by Leesburg to occupy Infrastructure during the term of this Agreement.
 - 3.1.2 During the Initial Term of this Agreement and any Extension, Tavares shall keep in force all necessary licenses, permits and approvals necessary: (i) for Infrastructure to remain in place; and (ii) for Tavares to grant the License to Leesburg.

- 3.1.3 During the Initial Term of this Agreement and any Extension, Tavares shall respond or shall cause a competent utility infrastructure locating service to respond in a timely and appropriate manner to all locate tickets issued by Sunshine State One Call of Florida, Inc.
- 3.1.4 During the Initial Term of this Agreement and any Extension, Tavares shall assign to Leesburg its rights to recover damages from third parties under Chapter 556, Florida Statutes pertaining to Infrastructure and any Tavares property in Infrastructure.
- 3.1.5 During the Initial Term of this Agreement and any Extension, Tavares shall assign to Leesburg its rights to recover any casualty damages from third parties pertaining to Infrastructure and any Tavares property in Infrastructure.
- 3.1.6 During the Initial Term of this Agreement and any Extension, Tavares shall pay Leesburg for any repair costs incurred by Leesburg for damages to Infrastructure, any Tavares property in Infrastructure and Cable arising from any act or failure to act on the part of Tavares.
- 3.2 From Leesburg to Tavares.
- 3.2.1 If a tracer wire is not initially present in Infrastructure when Leesburg places Cable into Infrastructure, Leesburg shall provide and place a tracer wire in Infrastructure.
- 3.2.2 If fiber markers are not initially present at any of (i) Vault 1, (ii) Pull Box 1 or (iii) Pull Box 2, Leesburg shall provide and place a fiber marker at whichever of locations (i), (ii) or (iii) at which a fiber marker is not initially present.
- 3.2.3 Leesburg shall perform or cause to be performed all necessary maintenance and/or repair to Infrastructure, tracer wire and fiber markers during the Initial Term of this Agreement and any Extension.
- 3.2.4 Leesburg shall perform or cause to be performed any necessary maintenance, repair and/or testing for any fiber optic cable owned by Tavares in Infrastructure during the Initial Term of this Agreement and any Extension.
- 3.2.5 Other than as stated in subsections 3.1.4, 3.1.5 and 3.1.6 of this Agreement, Leesburg shall bear the full costs of any maintenance, repair and/or testing undertaken in fulfillment of its obligations under this Agreement. If any maintenance and/or repair during the Initial Term of this Agreement or any Extension requires replacement of any cable owned by Tavares in Infrastructure, Leesburg shall bear the full cost of such replacement cable as well as pulling the replacement cable into Infrastructure and terminating and/or splicing the replacement cable at either end.
- 3.2.6 Leesburg shall not be responsible for any maintenance, repair and/or testing of any fiber optic cable(s) owned by Tavares beyond the portion of such cable that lies within Infrastructure.
- 4. NO SPECIAL DAMAGES.** Neither Party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of its performance or failure to perform under this Agreement.
- 5. MAINTENANCE AND REPAIR**
- 5.1 Any maintenance, repair and/or testing required to be performed by Leesburg under this Agreement during the Initial Term or any Extension shall be performed in a manner determined at the sole discretion of Leesburg.
- 5.2 Other than as provided in subsections 6.1 & 6.2 of this Agreement, only Leesburg or Leesburg's agent shall during the Initial Term of this Agreement or any Extension: (i) perform any

maintenance or repair work on Infrastructure; or (ii) remove any cable from Infrastructure for repair, maintenance or any other reason; or (iii) install or reinstall any cable into Infrastructure.

- 5.3 Tavares shall have the right to have an observer present at any repair or maintenance activity on Infrastructure, tracer wire, Cable or Tavares cable.
- 5.4 Notification.
 - 5.4.1 Each Party shall maintain an emergency point of contact. Each Party's initial emergency point of contact is stated in Attachment B to this Agreement. If either Party changes its emergency point of contact, it shall inform the other Party of such change per Section 10 of this Agreement.
 - 5.4.2 If either Party becomes aware of any need for maintenance or repair for Infrastructure, it shall promptly notify the other Party of that need.
 - 5.4.3 Except for emergency repairs or repairs arising from Force Majeure Events, Leesburg shall make reasonable efforts to provide Tavares with no less than seventy-two (72) hours notice of any maintenance or repair activity on Infrastructure.
 - 5.4.4 Leesburg shall provide a written report of any maintenance or repair effort to Tavares no later than five (5) business days after completion of such effort.

6. REMOVAL OF LEESBURG'S CABLE.

- 6.1 Upon Termination of Agreement. Upon termination of this Agreement for any reason, Tavares shall have the right to remove or cause to have removed Cable from Infrastructure and dispose of it in any manner upon giving Leesburg no less than thirty (30) days' written notice.
- 6.2 Upon Abandonment by Leesburg. If Tavares believes that Leesburg appears at any time to have abandoned Cable: (i) Tavares shall provide written notice to Leesburg that it believes Leesburg to have abandoned Cable; (ii) Leesburg shall, no less than thirty (30) days from date of Tavares' notice, provide a written response to Tavares confirming either its abandonment or continued use of Cable; (iii) if Leesburg so confirms its abandonment of Cable, Tavares may remove Cable from Infrastructure and dispose of it in any manner without further notice to Leesburg.

- 7. **DEFAULT.** If either Party fails to observe or perform any material term of this Agreement and such failure continues for thirty (30) or more days after written notice from the other Party, then the non-defaulting Party may: (i) terminate this Agreement as described in subsections 7.1 and 7.2 of this Agreement, and/or (ii) subject to Sections 12, 13, 15, 16 and 18 of this Agreement, pursue any remedies it may have at law or in equity.

- 7.1 Default by Tavares. If Tavares materially defaults in performance of any duty or obligation imposed by this Agreement, Leesburg may terminate this Agreement after giving written notice to Tavares specifying the existence and nature of the default, and giving Tavares thirty (30) days from the effective date of the notice to cure the default. Events of material default by Tavares shall include, but are not limited to, failure to maintain proper licenses per Section 3 of this Agreement.

- 7.2 Default by Leesburg. If Leesburg defaults in the performance of any duty or obligation imposed on it by this Agreement, Tavares may terminate this Agreement after giving written notice to Leesburg specifying the existence and nature of the default, and giving Leesburg thirty (30) days from the effective date of the notice to cure the default.

8. **TERMINATION.** Other than as provided by Section 7 and subsections 7.1 & 7.2 of this Agreement, this Agreement may be terminated prior to the end of its Initial Term or any Extension only by mutual written agreement of the Parties.
9. **FORCE MAJEURE.** Neither Party shall not be liable, nor shall any remedy be extended, for any failure of performance or equipment due to causes beyond its reasonable control including without limitation acts of God, acts of any public enemy, sabotage or other criminal acts of third parties, floods, strikes, statutory or other laws, regulations, rules or orders of the federal, state or local government or any agency thereof ("Force Majeure Event"). A Force Majeure Event shall not, apart from a Party's gross negligence or willful misconduct, make that Party a defaulting Party per Section 7, subsection 7.1 or subsection 7.2 of this Agreement.
10. **NOTICES.** Any notice permitted or required by this Agreement shall be in writing and shall be either: (i) delivered in person; (ii) mailed by United States Postal Service, certified with return receipt requested and all postage prepaid; or (iii) delivered by Federal Express, UPS or other widely recognized overnight courier services. Notice sent by mail shall be effective on the third business day following postmark, whether or not actually received, if properly addressed with postage prepaid. Notice delivered in person shall be effective upon delivery. Notice sent by overnight courier service, properly addressed with all charges prepaid, shall be effective at noon on the next business day following placement of the notice in the hands of the courier service for delivery. Notices shall be given to the following addresses or such other addresses as the Parties may specify in writing from time to time during the Initial Term or any Extensions:
- | | |
|--|--|
| <p>If to Leesburg:</p> <p>Manager, Communications Utility
 City of Leesburg
 Post Office Box 490630
 Leesburg, Florida 34749-0630</p> | <p>If to Tavares:</p> <p>[name to be supplied by Tavares]
 City of Tavares
 Post Office Box 1068
 Tavares, Florida 32778-1068</p> |
|--|--|
11. **ASSIGNMENT.** Neither Party may assign its rights or delegate its duties hereunder, in whole or in part, without the prior, written consent of the other Party.
12. **LIMITATION OF LIABILITY AND REMEDIES.** In the event either Party suffers a financial loss due to default by the other Party, the aggrieved Party may recover its direct and proximate actual damages but shall not be entitled to recover any indirect or consequential damages, or punitive damages, nor shall specific performance or injunctive relief be available. Trial by jury is waived by both Parties.
13. **INDEMNIFICATION.** Up to but not in excess of the waiver of sovereign immunity provided in §768.28, Fla. Stat. (2014), as amended from time to time, each Party shall indemnify the other against loss or damage arising from gross negligence, or intentional wrongful acts, of the indemnifying Party. However, neither Party shall be required to indemnify the other against the negligent acts of the other Party.
14. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
15. **SURVIVAL.** The obligations of the Parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination of this

Agreement, shall survive both the termination of this Agreement and/or the termination the nonexclusive license granted hereunder. Any such termination shall not release either Party from any liabilities, claims, or obligations arising hereunder including, but not limited to, indemnities which may have accrued or are accruing prior to or at the time of termination.

16. DISPUTES AND ATTORNEYS' FEES.

- 16.1 The Parties shall attempt to resolve any and all disputes arising under this Agreement in accordance with the provisions of Chapter 164, Florida Statutes, "Governmental Disputes." The Parties agree to not pursue litigation on any matter that is the subject of this Agreement until they have exhausted all good faith attempts to follow the provisions of Chapter 164, Florida Statutes.
- 16.2 In the event any dispute arising under this Agreement is not resolved under the provisions set forth in subsection 16.1 of this Agreement, the prevailing Party in the dispute shall be entitled to be paid by the non-prevailing Party for all reasonable costs, expenses and attorneys' fees, including but not limited to those associated with alternative dispute resolution, trial and appellate proceedings in connection with any litigation or arbitration if arbitration is mutually agreed upon by the Parties, and in bankruptcy proceedings.

17. OWNERSHIP OF EQUIPMENT AND MATERIALS.

- 17.1 Leesburg's Cable. Tavares understands and accepts that Leesburg's Cable shall remain the property of Leesburg.
- 17.2 Tavares Property. Leesburg understands and agrees that, except for Leesburg's Cable, the Infrastructure and any and all equipment or materials installed or maintained by Leesburg pursuant to this Agreement, other than Leesburg's Cable, shall be the property of Tavares.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction for any claim or cause of action shall lie only in Lake County, Florida.

19. AMENDMENT. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party or their lawful successors. No amendments by implication, verbal amendments, or amendments by custom or course of conduct, shall be binding on either Party unless and until it is reduced to a written amendment signed by both Parties.

20. NO WAIVER. No failure by either Party to enforce any right hereunder shall constitute a waiver of such right.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with regard to its subject matter. This Agreement supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever other than by way of a written instrument signed by both Parties hereto or their lawful successors. This Agreement shall be binding on the Parties hereto, as well as on their lawful successors and assigns. The Parties enter into this Agreement without either reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement, either oral or written, which is not specifically set forth within this Agreement.

22. **CONSTRUCTION.** Any word in this Agreement shall be read as singular or plural, and as either masculine, feminine, or neuter gender, as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Agreement in any manner. Both Parties have participated equally in the negotiation of this Agreement and were represented by legal counsel in the process. Therefore, this Agreement shall not be construed more strongly against either Party based on which Party drafted it.
23. **SEVERABILITY.** If a court of competent jurisdiction finds or holds any part of this Agreement to be unenforceable, then only the unenforceable provision or section shall be affected and the remaining portions of this Agreement shall continue in full force and effect.
24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

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EXECUTED:

City of Leesburg, Florida

City of Tavares, Florida

(signed)

(signed)

Its Mayor

Its _____

ATTESTED:

(signed)

DR

(signed)
Its _____

Its City Clerk

APPROVED AS TO FORM AND CONTENT:

DR

(signed)

Its City Attorney

ATTACHMENT A TO INFRASTRUCTURE OCCUPANCY AGREEMENT

The Infrastructure is comprised of the following:

- Vault 1: A 36" x 36" x 60" underground vault located approximately at the northeast corner of 350 North Texas Avenue, identified on Lake County records by Alternate Key 1374685
- Pull Box 1 An underground concrete pull box located approximately at the northeast corner of 321 North New Hampshire Avenue, identified on Lake County records by Alternate Key 1374642
- Pull Box 2 An underground pull box located approximately on the western boundary of property identified on Lake County records by Alternate Key 2507659
- Conduit Run 1 Underground conduit running between Vault 1 and Pull Box 1 along the southern edge of West Caroline Street
- Conduit Run 2 Underground conduit running between Pull Box 1 and Pull Box 2, diagonally crossing North New Hampshire Avenue.
- Conduit Run 3 Underground conduit running between Pull Box 2 and the Tavares Public Library



**ATTACHMENT B
TO
INFRASTRUCTURE OCCUPANCY AGREEMENT**

LEESBURG EMERGENCY CONTACT

Name: 24-hour Communications Utility hotline

Phone: 352-435-9463

TAVARES EMERGENCY CONTACT

Name: xxx

Phone: 352-xxx-xxxx

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
July 1, 2015**

AGENDA TAB NO. 9

SUBJECT TITLE: FY 2016 Council Goals for Administrator

OBJECTIVE: To establish the annual Council Goals for the City Administrator to work on over the next Fiscal Year.

SUMMARY:

Each Council member has completed a performance evaluation on the City Administrator and has identified their individual goals for the Administrator to work on over the next fiscal year (See attached list of DRAFT Council Goals – Exhibit A).

An opportunity is provided for the Council to review all of the individual Council member goals and then develop one set of the Council's collective goals for the Administrator to work on over the ensuing year.

Also included is the previous FY 2015 collective Council goals and the status of each (Exhibit B).

OPTIONS:

1. Discuss and set Council's collective goals for the Administrator to work on over the ensuing year.
2. Do not set collective goals.

STAFF RECOMMENDATION:

That Council discuss and set Council's collective goals for the Administrator to work on over FY 2016.

FISCAL IMPACT None.

LEGAL SUFFICIENCY: Legally Sufficient.

Exhibit A

City Council Goals FY2015-2016

Vice Mayor Grenier

- Continue Economic Development initiatives in the 19/561/448 corridors with a balance between commercial, light industrial, residential, and green space
- Choose items from the Master Plan that can be reached economically
- Maintain vision of "Building on a Historic Foundation"
- Redevelop Clerks Building Site
- Passenger Service from Seaplane Base to other Florida locations with definitive scheduled commercial flights "to and from" Tavares
- Alleyways (installation of historic markers)
- Continue with achievable current year goals:

Councilmember Johnson

- Parking improvements in Downtown
- Shuttle service from parking garage
- Fitness program

Councilmember Pfister

- Re-develop Clerks Building city block
- Seaplane passenger service
- Develop signature fall event
- Grow arts and cultural Entertainment District
- Alfred Street streetscape
- Way finding program
- Ruby Street re-construction
- Pedestrian/Golf Cart bridge over US441
- Grow Tavares Library
- Continue on current year goals

Mayor Smith

- Begin work in 2015 on Wooton Park West End.
- Ensure Wooton Park's shoreline is maintained "Disney" style
- Begin "sprucing up" any and all City buildings located along the Alfred/Caroline Street corridor

- Assist in the collaboration between the School Board and the County for the Fred Stover/Woodlea Sports Complex sale and build out
- Create a CRA for Old Hwy 441 from Disston Avenue to Bay Road and start implementing improvement plan
- Continue in being creative and aggressive in getting our Brand out to others
- Finish Alfred Street Project (streetscape and lighting)
- Restart talks on Golden Triangle Fire District

Councilmember Speaks

- Sell Clerk's building in 2015-2016
- Street resurfacing (get it kicked off and budget money)
- Work on getting vacant buildings fined
- Continue to seek income producing revenues +10%
- Look to hold expenses to a minimum -10%
- Move our current level of service to the next level

Current Year Goals

- Complete Wooton Park Expansion
- Secure funding/grants for Phase III of Pavilion (Seaplane/Boat Dock Area)
- Secure Grants for Woodlea Sports Complex from Lake County
- Develop Funding program for Public Safety Complex
- Install Gateway signs at the Chris Daniels Fountain Park and Florida Hospital Water property
- Upgrade Ruby Street (sidewalks, lighting, and brick pavers)
- Performing/Cultural Center
- Develop necessary parking for the Pavilion
- Continue to work with County on paying their fair share of fire protection
- Have a section of Wooton Park "West End" completed for public use
- Have City Flags installed at city buildings (where appropriate) and for sale in Prop Shop
- Implement Street repaving plan in 2015
- Increase retail community in Downtown

**Status Of
Previous Council's Collective Goals For Drury To Work On**

During the rating period of

May 1, 2014 – April 30, 2015

1. **Complete Wooton Park Expansion**: Project is 90 % designed. Council voted to move forward with construction this summer after final grants are secured.
2. **Develop Golden Triangle Fire District**: Eustis Commission pulled out of a Fire District. Both City managers in Eustis and Mt. Dora have left. New City Managers have just arrived at both cities from out of state. Tavares City Administrator has met with and updated both new City Managers on this previous initiative.
3. **Secure funding/grants for Phase III of Pavilion (Seaplane/Boat Dock Area)**: In order to obtain any grants a Seaplane Base Master Plan must be developed. A 100% \$75,000 grant was secured to do the Master Plan. In the meantime a temporary seaplane/boat dock was installed.
4. **Golf Cart Crossing 441 and St Clair Abrams – Continue To Pursue**: This was pursued and denied by the state.
5. **Secure Grants for Woodlea Sports Complex from Lake County**: A \$200,000 grant was secured from the County.
6. **Develop Funding program for Public Works Facility – Long Term Goal**: Infrastructure Sales Tax has been identified as the funding source.
7. **Develop Funding program for Public Safety Complex – Long Term Goal**: Infrastructure Sales Tax has been identified as the funding source.
8. **Complete Alfred Street Project**: Completed.
9. **Install Gateway signs at the Chris Daniels Fountain Park and Florida Hospital Waterman property**. The Chris Daniels Fountain Park seaplane feature sign is now permitted by the state and designed. An RFP is being developed to solicit interest from Seaplane Manufacturing companies to develop the raised seaplane feature sign. The Waterman Hospital sign has been approved by the hospital, is funded and undergoing permitting.
10. **Upgrade Ruby Street (sidewalks, lighting, brick pavers)**: The sidewalk was installed and lighted between O'Keefe's and the new hotel. A streetscape sidewalk plan has been developed and approved by Council. The Storm Water Project along Ruby Street is under design and when construction takes place will incorporate the recently approved Council streetscape plan. Negotiations with the County to incorporate the sidewalk by Sherriff office along Ruby Street is underway.
11. **Continue implementing and completing prior year goals**: Continue to do.

12. **Performing/Cultural Center – identifying location(s):** The Clerks Building has been purchased by the City. A request for proposals is being developed to redevelop the property which will include open space. The goal is to see what kind of proposals come back and if any include a performing/cultural center as a component. Other areas were evaluated in the downtown, all of which have not materialized.
13. **Develop necessary parking for the Pavilion:** Spaces were developed along Disston and Lake Shore. A new golf cart parking lot developed at corner of Disston and Main Street. The Public Works parking lot was redeveloped and improved to serve as dual purpose lot for Public Works on Week Days and Pavilion on Weekends (repaved, striped, gravel and black fencing).
14. **Continue to work with County on paying their fair share of fire protection:** An ISBA agreement was developed and approved by the City and County where County pays its share of Fire Protection Services for its buildings.
15. **Have a section of Wooton Park West end completed for public use:** The shoreline was completely cleaned up for boat access and special event uses and a volley ball court was installed. The property is used for jet ski racing, recreational boating, canoeathons, volleyball, parade float staging and as a staging area for horses and vehicles during Rifles Rails and History and many other Special Events.
16. **Create a name for Wooton Park West end:** Council voted to incorporate it as part of "Wooton Park".
17. **Have City Flags installed at city buildings (where appropriate) and for sale in prop shop:** Flags have been installed at Seaplane Base and can be ordered at the Prop Shop. Smaller boat flags are in stock at the prop shop.
18. **Implement Street repaving plan in 2015:** In order to repave City Streets the following is needed: 1) accurate inventory of all "city Streets" - Done 2) condition of all city streets - Done 3) ranking each city streets as it pertains to its condition as compared to another street - Done 4) a multi-year fiscal plan to address the repaving/maintenance of each street -Done 5) an annual budget that supports the fiscal plan – \$100,000 has been budgeted in the FY 16 budget (This falls short of the recommended plan but is a start in the right direction). It should be noted that over the past few years just about every main road in Tavares has been re-paved (New 441, SR 19, Alfred Street, Caroline Street and Main Street); now the focus is on the old subdivisions that are off the main roads.
19. **Increase retail community by 20 businesses in 2015:** There is a good amount of retail on new 441(40,000 cars per day travel that road). As it relates to downtown, retail needs lots of people before they will come to an area (like a mall, like new 441). The City continues to attract people to the downtown by attracting businesses that attract people (restaurants, special events, wedding facility, hotels, medical facility etc...). The tipping scale for attracting more retail by having enough people to support it will be reached once the Tavares Square has been re-developed. That property has been acquired and is undergoing an RFP process for redevelopment. In the meantime the city has attracted a few retailers like Hoity Toity and the Antique Mall on Alfred Street and a few stamp/comic book/coin shops. The owner of the Paradise Diner building is also redeveloping its building for retail as are the three new boutique hotels.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 1, 2015**

AGENDA TAB NO. 10

SUBJECT TITLE: Budget Workshop – General Fund Presentation

OBJECTIVE: To present the Fiscal Year 2016 General Fund Budget (October 1, 2015 through September 30, 2016).

SUMMARY: Council previously discussed the broad budget priorities for the City Administrator to use as guiding principles in developing a budget (see attached agenda summary and associated minutes). The City Administrator has incorporated those discussions into the draft budget for all funds.

The draft budget reflects a General Fund millage rate decrease from 6.7283 mills to 6.6166 mills and a Debt Service millage rate decrease from 0.4286 down to 0.40675. Thus the total City property tax on a homesteaded house valued at \$150,000 is \$702.34 per year (\$58.52 per month). Small homesteaded condos and mobile homes valued at \$50,000 would pay \$175.58 per year (\$14.63 per month) for city property taxes.

This first budget workshop is to present the General Fund Budget to the Council at a public meeting and the second budget work shop on July 15 is to present the enterprise funds (Water, Wastewater, Reclamation, Stormwater, Solid Waste, Seaplane Base/Marina, the Pavilion on the Lake and the five year Capital Plan). The maximum tentative millage rate will also be set at the July 15th meeting. Two additional public Council workshops on the budget are scheduled for August followed by two more Public Hearings on the budget in September.

GENERAL FUND BUDGET:

The City Administrator and his staff have developed a General Fund budget for Fiscal Year 2015 for Councils consideration totaling \$15,140,931 that is fully balanced (projected revenues equal projected expenses). It includes, among many other items, the following:

1. A Similar Level of Service
2. A lower millage rate
3. A Fire Assessment that is level funded (same rate as current year)
4. Employee raises of 5%
5. Health care cost increases (Employee contributions up 7.5% on HMO and 60% on PPO).
6. One new Police Officer position at a mid-year hire.
7. A new signature fall event
8. Wooton Park Memorial plaque identifying all the alleyway names with mini biographies
9. Street Resurfacing Program
10. An Employee fitness program (Contribution toward annual fitness memberships)
11. Fire Truck Purchase to replace the 1996 Fire Engine that has 143,000 miles on it
12. Battalion Vehicle Purchase to replace the 2003 truck with 276,566 miles on it.

13. City Hall Chiller air-conditioner replacement

Budget Book Orientation:

1. All 454 pages are numbered (assuming an average of 50 dollar figures per page, there are over 22,000 numbers in the budget book).
2. There are three tables of contents at the beginning to assist in finding a budgeted item. The first is by numerical order (page number), the second is by alphabetical order and the third one is by department.
3. This is a zero based line item budget. What this means is that each budget was built from the bottom up as if there was no budget - zero dollars to begin with and it is in line item format with each line item having a correlating explanation. The budget is online at www.tavares.org (At Home page look for the large "budget blackboard" and click "Proposed Fiscal Year 2016 budget". (*Navigating the budget book example*))
4. The index at the front of the budget book is followed by the budget calendar, City Administrator Budget cuts, Executive Summary, organizational chart, high level budget comparisons, detailed budgeted revenues and then line item budgeted expenses.

RECOMMENDATION:

It is recommended that the Finance Director present the General Fund budget department by department during which and/or after which the Council can take notes, ask pertinent questions or make pertinent comments.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 4, 2015

AGENDA TAB NO. 9

SUBJECT TITLE: Establishment of FY 2016 Broad Budget Priorities

OBJECTIVE: To establish the City Council's broad budget priorities for the City Administrator to use in developing the FY 2016 budget (October 1, 2015 through September 30, 2016).

SUMMARY: It has been the practice of the Council to set the broad budget priorities for the City Administrator to use as guiding principles in developing a budget that is commensurate with the Council's over all budgetary goals.

By way of background, the City operates six (6) governmental operations as follows:

1. General Government (revenues derived by property taxes, other taxes and fees)
2. Utilities - Water, Sewer, Reclaim, Stormwater (Revenues derived by fees – no property taxes)
3. Garbage Collection (revenues derived from fees – no property taxes)
4. Seaplane and Marina Enterprise (revenues derived from sales, rental income, general fund and CRA TIF Fund (Incremental property tax revenues within the CRA District).
5. Pavilion on the Lake. (revenues derived from rental income and general fund)
6. Capital Projects. (revenues are derived from grants, impact fees, special tax revenues like "Infrastructure Sales Tax" and property taxes).

(Note: in addition to the above are debt service costs associated with previously constructed projects)

Attached to this summary are:

Exhibit A: Recent Historical Information regarding the City Budget

Exhibit B: Future Budgetary Information

Exhibit C: Prior Year Council Broad Budget Priorities

STAFF RECOMMENDATION: That Council discusses and then establishes broad budget priorities for the City Administrator to incorporate into the FY 2016 budgets for all funds including a discussion on:

1. Maintaining or not maintaining a similar level of service?
2. Adding or not adding new programs and services?
3. Employee compensation and benefits?
4. The non-property tax supported operations (Utilities and Garbage collection)
5. Capital Projects (Public Safety Complex, Public Works Complex, Streets Paving etc...)

FISCAL IMPACT: Impacts FY 2016 budget and millage rate

LEGAL SUFFICIENCY: This is legally sufficient.

Exhibit A

Recent Historical Information Regarding the City Budget

The economic conditions of the United States and Florida are beyond the control of Tavares. These economic conditions have affected all cities in Lake County. Each city has taken a different approach to dealing with these economic realities. Tavares took an approach of investing in itself by creating America's Seaplane City, developing a Seaplane base, marina, entertainment district, splash park for Children, adding many major events to the down town, developing the Pavilion on the Lake to host conferences, events and weddings, recruiting companies (Sea Rey, Wipaire, Osprey Lodge, the Big House etc...), attracting medical related companies (outpatient surgical centers, medical clinic and medical offices), recruitment of restaurants, retailers, upgrading its antiquated water and sewer systems, adding reclaimed water to its inventory of product and services it offers, investing in rail infrastructure (Dora Canal Bridge, continuous welded tracks to Orlando), paving its down town dirt roads, paver bricking its dirt alleyways, refurbishing its gateway entrance roads (Alfred Street and Caroline street), improving its lakeside road (ruby street sidewalk, fencing, crosswalks, landscaping, parking), adding tourist related venues (train station and seaplane rides) and creating a business friendly environment by removing barriers to the private sector to encourage private investment in Tavares (new hotels, restaurants, retail, mixed use, assisted living, sporting facilities). In addition, the city's Economic Development Department hand holds each and every investor's transactions and their relocations to the city and makes business friendly program recommendations to Council.

The city has reaped the benefits of this approach including an unprecedented number of Grants obtained (\$20 million plus in grants) and many new business relocating to and starting up in Tavares. As a result many jobs were and are being created and, tens of millions of private sector dollars have been and continue to be invested in Tavares. All of this economic activity created a significant shifting of the tax burden associated with operating this city from the residents to the business community. **In summary, the economic conditions in Tavares are on the road to recovery in terms of business start-ups, jobs, and prosperity.**

The fruits of this Council's, staff's and citizens labor have not come without challenges. While the City was investing in itself and experiencing economic recovery, it did it amongst the back drop of some very challenging national and state economic realities. In addition to the increasing cost to maintain the same level of service, the city added services (Advanced Life Support, seaplane base, marina, pavilion, train station, special events, rail, reclaimed water, street beatification/irrigating, park improvements, Wooton Park improvements, additional recreational ball fields etc..). This expanded level of service was accomplished with minimal staffing levels.

The positive economic conditions that Tavares is beginning to enjoy today did not materialize without a tremendous amount of hard work by the City Council and all of its employees, civic entrepreneurialship, calculated risks and fiscal challenges.

Exhibit B

Future Budgetary Information

1. **Utilities: Water, Sewer, Reclaim and Storm Water:** The City has conducted a rate study that calls for reasonable budgetary growth to meet demands and rates to increase based on Consumer Price Index (CPI) plus 1% for water, sewer and reclaimed water. Storm water called for a 75 cent increase per month from \$7.00 to \$7.75 per month.
2. **Garbage Collection:** Council previously addressed adequate future funding for this program by adopting automatic CPI increase annually on the residential side and negotiating a new agreement on the commercial side with its commercial vender. This contract will be up for re-consideration in two years.
3. **Seaplane base and Marina Enterprise:** It is anticipated that revenues from sales will keep up with the increased cost that occur with delivering products and services. The goal of this Enterprise is to work towards self-sufficiency and to have an influential and positive economic impact on the community.
4. **Pavilion On The Lake:** The facility is exceeding expectations with weddings and working towards meeting its goals on the "events", conferences and meetings it holds. The goal is to become self sufficient and have an influential and positive economic impact on the community.
5. **Capital Improvement Projects:** The City Council previously developed and maintains a five year Capital Improvement program. This plan will need to be updated based on what has occurred and what this Council desires the outcome to be for FY 16 and five years out.
6. **Debt Service Costs:** A debt service schedule was provided for the in the current year's budget. The new debt that the City Council has taken out was an internal borrowing between the General Fund and the Utility fund's reserve to purchase the Clerks building and a Special Assessment Note for the Sunset View Project. Other than that, no new debt is projected.
7. **General Fund:** At this early point in time, it is virtually impossible to predict with precision the actual revenue or expenses that will occur for next Fiscal Year 2016 (October 1, 2015 through September 30, 2016) because the city does not know:

1. How much property values will increase? (The Property Appraiser issues that report in May).
2. What the State shared revenues will be? (State sets that in June)
3. What the increased operational cost will be? (fuel, electricity, insurance etc – staff develops those estimates in May)

However, "possible" scenarios for the purpose of starting the discussion on the Council's broad budget priorities based on staff following trends and conducting research could result in the following possible budget scenario:

Revenues:

1. Property Tax revenues increasing slightly due to an increase in property values and new construction.
2. All other revenues increasing over current year due to economic recovery.

Expenses:

1. Operational expense increasing
2. Healthcare cost increasing significantly

EXHIBIT C

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
FEBRUARY 19, 2014
CITY COUNCIL CHAMBERS
4:00 p.m

Beginning Page three (3) of minutes for this meeting

Tab 5) Broad Budget Priorities for Fiscal Year 2014-2015

Mr. Drury stated this is the kick off process for the FY 2015 budget planning process. He said after Council has shared their broad budget priorities he will meet with staff and the budget analyst to implement the broad budget priorities through the zero based budgeting initiative.

Mr. Drury reviewed the six areas within the budget: General Government; Utilities Enterprise; Garbage Collection Enterprise; Seaplane and Marina Enterprise; Pavilion on the Lake; Capital Projects and the debt service which funds the current projects. He noted Exhibit A discussed the economic conditions and process taken by Tavares to invest in itself. He noted the economic investment done by the private sector has been an interesting process.

He said every five years the city does a rate analysis. Currently for utilities the City utilizes a CPI plus 1% to fund the natural growth and cost of delivering the services and has an adequate capital replacement program. For garbage collection the city has adopted a CPI. The Seaplane Base and Marina Enterprise has the goal of becoming self sufficient within five years. The Pavilion on the Lake will be opening up in June. Staff will adjust the Capital Improvement program based on Council's priorities.

Mr. Drury invited Council to provide their broad based budget and goals.

Norman Hope

- Maintain the same level of services
- Compensation for the employees in some amount of raise (to be determined by the financial data that comes in)
- Address parking problem for pavilion (possible relocation of public works)

Kirby Smith

- Maintain similar level of service
- Reduce millage rate and increase reserves

Robert Speaks

- Agreed with previous comments
- Funding for streets and roads (long range plan to repair streets)
- Maintain level of service

- Proper compensation for employees with proper benefits (consider other insurance opportunities)
- Maximum revenues and look at debt structure
- Increase in reserves

Vice Mayor Pfister

- Agree with previous comments – question reduction of millage rate but do not want to raise
- Consider other departments' budgets, e.g. library (staff, children's department).
- Compensation for employees

Mayor Wolfe

- Maintain similar level of service
- Public Works facility
- Difficult to cut back the millage but will depend on the property appraiser's data
- Road project department has been put in the budget before but has had to be taken out. He noted there is a list of streets rated by condition and the city has gotten some of them done but it is dependent on the budget

1 **Lori Pfister moved for approval of Richard Keith to the Fire Pension Board, seconded by**
2 **Bob Grenier. The motion carried unanimously 5-0.**
3

4 **Tab 8) Council Representation in Police & Fire Union Bargaining Sessions**
5

6 Mr. Drury noted each year the City's Management Union Bargaining Team negotiates and
7 bargains its labor agreements with the Police and Fire Labor Bargaining Teams. Mr. Drury said
8 the city is seeking Council replacements. He said there are approximately 5 bargaining meetings
9 before an agreement is brought back to Council and the Union members for approval.
10

11 Vice Mayor Grenier volunteered for the Fire Union Negotiation Bargaining Team.
12

13 Councilmember Speaks volunteered for the Police Union Negotiations Bargaining Team.
14

15 **Tab 9) Council Budget Priorities & Goals for Fiscal Year 2016 Budgeting Process**
16

17 Mr. Drury said he will begin the budget process at the end of the month and asked for Council to
18 provide broad/high level budget goals for the next fiscal year October 1, 2015 to September 30,
19 2016. He said that he will incorporate the broad budget goals into the discussions with the
20 management team and develop a line item detailed budget. The budget will be brought back
21 before Council for review and discussion at public meetings that are held throughout the
22 budgeting process.
23

24 The following were broad budget goals identified by each Councilmember:
25

26 Councilmember Pfister

- 27 • Alfred Street Landscaping
- 28 • More funding for Library Expansion
- 29

30 Vice Mayor Grenier (he said he would provide ideas and thoughts throughout the next few
31 months)

- 32 • Old 441 Corridor from Mt. Dora Gateway Improvements
- 33 • New Phase of Tavares (Lane Park Side of Tavares) well planned with a balance between
34 conservation green space and commercial businesses like Publix
35

36 Councilmember Speaks

- 37 • Implement and Fund for Street and Road Improvements/Repair 5 Year Plan
- 38 • Maintain Level of Service for Utilities and Services
- 39 • Budget Numbers for Clerk of Court Recording Building – Line items to maintain until it is
40 sold.
- 41 • Stay on top of income, expenses, and debt service coverage.
42

43 Councilmember Johnson

- 44 • Compensation for Employees
- 45 • Maintain same Level of Service
- 46 • Continue growth downtown for Small Businesses

1
2 Mayor Smith

- 3
- 4 • Do what we can to reduce millage rate while keeping same level of service – making
 - 5 marina and pavilion self sufficient and returning monies back into the General Fund
 - 6 • Increase Economic Development Impact – New Economic Development Director –
 - 7 someone who can continue to grow the city so that we can continue to have our small
 - 8 town feel but enjoy some of the niceties of larger cities

9 Mr. Drury thanked Council. Mayor Smith thanked the Department Directors.

10
11 **Tab 10) Discussion on Request to Waive Deposit for Sunset View/Three Lakes Utility**
12 **Accounts**

13
14 Mayor Smith said that during the January 21, 2015 City Council Meeting a request was made by
15 a citizen regarding waiving the deposits for the Sunset View/Three Lakes Utility accounts.

16
17 Ms. Houghton said the current rate Ordinance (Ordinance 2009-22) states that residential
18 deposits shall be \$175.00. On January 20, 2010 Council adopted Ordinance 2009-36 which
19 provides utility deposit waivers with specific waiver criteria for existing customers in good
20 standing. Should Council elect to grant deposit waivers for new connections at Sunset
21 View/Three Lakes Mobile Home Park community, an amendment to the current rate Ordinance
22 2009-22 would be required. Staff does not recommend waiving the deposits and to return said
23 deposits to each account holder after one year of on-time payments per the current ordinance.

24
25 Mayor Smith asked for comments from Council.

26
27 **MOTION**

28
29 **Robert Speaks moved to approve Option 2 of the staff recommendation [Do not waive**
30 **deposits for Sunset View/Three lakes Mobile Home Park Assessed Properties and return**
31 **said deposits to each account holder after one year of on time payments per current**
32 **ordinance], seconded by Bob Grenier. The motion carried unanimously 5-0.**

33
34 **Tab 11) Update on Interlocal Services Boundary Agreement (ISBA)**

35
36 Mr. Drury said the Interlocal Service Boundary Agreement (ISBA) is being negotiated with Lake
37 County, Mount Dora, Leesburg, Astatula, Eustis, and Tavares which will define the city's future
38 incorporated area for the next 20-50 years. He said Mayor Smith and the City Attorney have
39 attended the meetings and negotiated a good boundary. A map has been developed to identify
40 the future ISBA. Leesburg, Mount Dora, Eustis, and Astatula have agreed to the boundary line.
41 He said all of the cities are in concert and Lake County will craft an ISBA agreement. Once the
42 agreement is adopted by the County then it will come before Council for approval.

43
44 Mr. Drury said the agreement includes that Lake County will reimburse the city for fire responses
45 for the first time in the city's history.

46
47 Mayor Smith asked for comments and questions from Council. There were none.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 1, 2015**

AGENDA TAB NO. 11

SUBJECT TITLE: City Administrator Report

OBJECTIVE: To inform Council on city related matters.

SUMMARY: Will be presented at meeting

UPCOMING MEETINGS: (check with Susie Novack for any last minute changes)

- Regular City Council Meeting – July 15, 2015 – 4:00 pm.
And Budget Workshop – Presentation on Utility Funds & Special Funds and
Set Maximum Tentative Millage Rate
- Code Enforcement Meeting – Special Magistrate – July 28, 2015 – 5:30 pm
- Library Board – July 15, 2015 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – July 15, 2015 – City Council Chambers – 3:00 p.m.
- Lake Sumter MPO – July 22, 2015 – 2 p.m. MPO Board Room, Leesburg
- Lake County League of Cities Luncheon Meeting – July 10, 2015 – 12:00

EVENTS

- July 4, 2015 – “Celebrating the American Dream” – At Wooton Park – Parade
Begins at 5:00 p.m.
- September 10 - Tavares Chamber of Commerce Red Gala Event
- September 25-27 – Rifles, Rails & History
- October 24, 2015 – Monster Splash
- October 23-24, 2015 – Howl-o-Fest
- October 31 – November 1 2015 – HydroDrags World Championships
- Z- Fest 2015 – November 7, 2015 – 9:00 a.m. – Wooton Park
- November 12, 2015 – Taste of Tavares – Tavares Pavilion on the Lake – 6:00
p.m.
- November 13-15 – CRA Fall Thunder Regatta

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 1, 2015**

AGENDA TAB NO. 12

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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